

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM A  
FOR MEETING OF DECEMBER 8, 2020**

**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 DECEMBER 8, 2020**

**SUBJECT:**

Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken.)

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

None.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM C  
FOR MEETING OF DECEMBER 8, 2020**

**SUBJECT:**

*For Possible Action:* Approval of minutes of the November 10, 2020 meeting.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

Approval of the minutes will be recommended at the meeting.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

The minutes of the November 10, 2020 meeting is enclosed for your review.

The Colorado River Commission of Nevada (Commission) meeting was held at 1:30 p.m. on Tuesday, November 10, 2020 via video conference, pursuant to Emergency Directive 006, section 1.

**COMMISSIONERS IN ATTENDANCE**

Chairwoman  
Vice Chairwoman  
Commissioner  
Commissioner  
Commissioner  
Commissioner  
Commissioner

Puoy K. Premsrirut  
Kara J. Kelley  
Justin Jones  
Marilyn Kirkpatrick  
Allen J. Puliz  
Dan H. Stewart  
Cody T. Winterton

**DEPUTY ATTORNEY GENERAL**

Special Counsel, Attorney General

Christine Guerci

**COMMISSION STAFF IN ATTENDANCE**

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

Eric Witkoski  
Sara Price  
Douglas N. Beatty  
Gail Bates  
Robert Reese  
Kaleb Hall  
Angela Slaughter  
Gail L. Benton  
Warren Turkett Ph.D.  
Peggy Roefler  
Stefani Salleroli  
Lisa Ray  
Chris Smith  
Gina L. Goodman  
Kathryn Aguilar  
Kira Bakke  
Tamisha Randolph

**OTHERS PRESENT; REPRESENTING**

Borman Specialty Materials  
NV Energy  
Overton Power District No. 5  
Self

John Holmstrom  
Michael Hulin  
Mendis Cooper  
Leah Vasarelli



**COLORADO RIVER COMMISSION  
OF NEVADA  
MEETING OF NOVEMBER 10, 2020**

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OF NEVADA  
MEETING OF NOVEMBER 10, 2020**

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The Colorado River Commission of Nevada (Commission) meeting was called to order by Chairwoman Premsrirut at 1:32 pm.

**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. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)**

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

**C. For Possible Action: Approval of minutes of the August 11, 2020 meeting.**

**Commissioner Puliz moved for approval of the minutes. The motion was seconded by Vice Chairwoman Kelley and approved by a unanimous vote.**

**D. For Possible Action: Consideration of and possible action to 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 2021.**

Assistant Director, Hydropower, Gail Bates explained that NRS 538.181(2) requires that certain of the Commission's power contractors provide collateral "in such sum and in such manner as the Commission may require, conditioned on the full and faithful performance" of their power contracts. NAC 538.744 requires "during October of each operating year, and at any other time it deems necessary, the Commission will conduct a review to determine creditworthiness of each of its contractors." Based on that review, the Commission establishes the amount and prescribes the way the contractor is required to furnish collateral pursuant to its contracts with the Commission.

To determine the collateral required for each industrial contractor for Calendar Year 2021, Staff calculated the minimum collateral requirement which is 25 percent of that contractor's Gross Annual Purchases during the test period of October 1, 2019 through September 30, 2020. The contractor's "Gross Annual Purchase" reflects the contractor's power and related expenses during the test period and does not include revenues that might become available to the contractor to offset those expenses. Staff also reviewed each contractor's payment history.

Based on its review, Staff recommends that the collateral requirement for each of its retail contractors be set at the minimum collateral requirement with the exception of EMD Acquisition, LLC d.b.a. Borman Specialty Materials (Borman).

Staff recommends no change in Borman’s collateral. Borman has paid late twice in the last 12 months and is forecasting an increase in its load of approximately 22 percent. Market prices during the summer can be quite volatile and are projected to exceed \$100/MWh during the summer of 2021 during the peak periods. Consequently, if the Commission needs to acquire market purchases for Borman, especially during the Summer of 2021, the Commission faces increased financial risk. Because uncertainty in contractor loads and high prices forecasted in the market can introduce additional financial risk to the Commission, Staff recommends the collateral for Borman be maintained at the current level.

All of the Commission’s retail contractors have posted cash collateral except for Titanium Metals Corporation which has posted a letter of credit. Staff recommends no change in the form of collateral being posted.

Staff recommends that the Commission set the amount of the required collateral for each retail industrial contractor as shown below.

Contractor	Minimum Collateral Requirement	Recommended Collateral Requirement	Present Collateral	Change from Present
Basic Water Company	\$275,211.50	\$275,211.50	\$270,983.82	\$4,227.68
Lhoist North America	\$21,078.60	\$21,078.60	\$18,978.84	\$2,099.76
Borman Specialty Materials	\$706,081.55	\$750,000.00	\$750,000.00	\$0.00
Olin Chlor Alkaline Products	\$67,641.39	\$67,641.39	\$77,023.62	(\$9,382.23)
Titanium Metals Corporation	\$2,002,197.30	\$2,002,197.30	\$2,693,081.13	(\$690,883.83)

Chairwoman Premsrirut asked if these collateral requirements, excepting those for Borman Specialty Materials (Borman), were calculated using a single mathematical formula.

Ms. Bates affirmed that this was correct, and that the rate for Borman could be adjusted if necessary. Additionally, she explained that Staff may reevaluate and readjust the collateral requirements at mid-year to account for any economic fluctuations.

Vice Chairwoman Kelley asked if there had been any significant comment from these contractors on the subject of these collateral requirements.

Ms. Bates answered that the only comment received was from Titanium Metals Corporation (TIMET), respectfully requesting a reduction in their collateral requirement due to a decrease in production and load. Ms. Bates relayed that her explanation to TIMET had been that the Commission could not do so due to regulations requiring Staff to set the requirement to the minimum, however, Staff

would be able to readjust their requirement at a later time if their fiscal situation warranted.

Commissioner Winterton asked if there had been any issues with late payments from contractors since collateral requirements were last raised.

Ms. Bates answered that Staff has had periodic issues with late payments, but that most recently, late payment has been due to the COVID-19 shutdown, and Staff took that emergency into account in terms of late payment calculations. In general, all contractors have improved their payment timeliness since Staff made changes to their late payment policies.

**Vice Chairwoman Kelley moved for approval of all Staff recommendations for contractor collateral requirements. The motion was seconded by Commissioner Jones and approved by unanimous vote.**

**E. *For Possible Action:* Consideration of and possible action to approve Letter Agreement No. 20-DSR-12963 between Western Area Power Administration (WAPA) and the Colorado River Commission of Nevada (Commission) for the Tracking and Transfer of Renewable Energy Certificates (RECs) using the Western Renewable Energy Generation Information System (WREGIS).**

Assistant Director, Hydropower Gail Bates introduced this item and Assistant Hydropower Program Manager Lisa Ray presented further information.

A copy of the report is attached and made a part of the minutes. (See Attachment A.)

#### **A. Renewable Portfolio Standard and SB 358 (2019)**

Nevada enacted a Renewable Portfolio Standard (RPS) that requires retail electric energy providers to deliver a certain percentage of renewable energy to its end-use customers. Senate Bill 358, which was signed into law on April 22, 2019, increased the RPS for retail electric energy providers to 50% by 2030 and allowed federal hydropower resources to be used to meet the Nevada RPS.

SB358 also imposed a requirement on certain entities, including the Commission, to report to the Nevada Office of Energy, on their progress toward meeting the Nevada RPS. The Commission is subject to this reporting requirement for service to its full requirements contractors at the Black Mountain Industrial Complex. Some of the Commission's contractors have similar reporting requirements to the Nevada Office of Energy or the Public Utilities Commission of Nevada (PUCN).

#### **B. Boulder Canyon Project (BCP) (aka Hoover) Contract Provisions**

Subsection 6.11.6 of the Commission's contract with the Western Area Power Administration (WAPA) for the purchase of power from Hoover gives the CRCNV

the right to use the Environmental Attributes available from Hoover generation for compliance purposes and the state Hoover contracts passes that right to the CRCNV's contractors. The Environmental Attributes include what WAPA refers to as Renewable Energy Certificates or RECs and what Nevada calls Portfolio Energy Credits or PECs.

### **C. Letter Agreement between the Commission and WAPA**

The attached Letter Agreement with WAPA is intended to implement the provisions of Subsection 6.11.6 of the BCP Energy Service Contract. The Letter Agreement with WAPA provides for WAPA to transfer Renewable Energy Certificates (RECs) to the Commission. A REC is an electronic certificate created by an independent third party, and stored in a tracking system, that certifies that the energy produced by a generator is "renewable" energy. Certificates are tracked in a system for transparency and to prevent the double counting of RECs toward meeting compliance obligations.

Under the Letter Agreement WAPA and the Commission are agreeing to use the Western Renewable Energy Generation System (WREGIS) for tracking the certificates. WREGIS is operated by the Western Energy Coordinating Council in Salt Lake City, Utah.

Once the RECs are in the system, RECs can be stored for future compliance, transferred to another entity, retired by the entity that has a compliance obligation, or taken out of circulation. In accordance with the WAPA agreement, WAPA will establish a WREGIS account so that they can register Hoover as a renewable resource and transfer RECs to the Commission. The Commission will establish an account with WREGIS and accept the transfer of RECs from WAPA. WAPA will charge the Commission for its costs to transfer RECs to the Commission, including fees charged to it by WREGIS. The total cost for WAPA's fees and Commission's fees is estimated to be approximately \$15,363.66 annually. These fees will be paid by the CRCNV's BCP contractors.

Once RECs are transferred from WAPA to the Commission, the RECs will be handled in accordance with each contractor's instructions.

### **D. Commission REC Program**

The attached document entitled "*CRCNV REC Program Use of Hydropower Renewable Energy Certificates (RECs) to Meet the Nevada Renewable Portfolio Standard (RPS)*" (aka CRCNV REC Program) provides further details about the Commission's proposed REC program.

### **E. Contractor Outreach**

Staff had informal meetings with contractors about ways to comply with the RPS and track the certificates. In October, Staff provided contractors with a copy of this CRCNV REC Program document and a draft of the proposed WAPA agreement.

Staff conducted virtual meetings with interested contractors. Following those meetings, Staff issued a notice to its contractors (sample attached) informing the contractors that the Commission would be implementing this program and informing them that the Commission would be passing through the cost of implementation for the program as provided for in section 13 of the Commission's Contract for the Sale of Electric Service from the Boulder Canyon Project with each of its contractors. Staff also requested that each contractor return a signed Exhibit 1 containing the specific instructions that Staff should follow to dispose of their RECs.

Staff recommends the Commission approve Letter Agreement No. 20-DSR-12963 with WAPA and authorize the Executive Director to execute.

Chairwoman Premsrirut asked if the sample letter attached to the agenda item materials was the same as that sent to all contractors.

Ms. Ray affirmed that yes, all contractors received this letter along with an exhibit explaining the agreement.

Chairwoman Premsrirut asked how frequently contractors were allowed to alter the disposition of their RECs.

Ms. Ray answered that changing REC disposition was allowed on an as-needed basis.

**Commissioner Jones moved for approval of Letter Agreement No. 20-DSR-12963 with WAPA and authorization for the Executive Director to execute. The motion was seconded by Commissioner Puliz and approved by unanimous vote.**

<p><b>F. <i>For Possible Action:</i></b> Consideration of and possible action to approve a four-year contract in the amount of \$1,200,000 for services of an independent contractor among PAR Electrical Contractors, Inc. (PAR) and the Colorado River Commission of Nevada (Commission) for Transmission and Distribution System Support Services.</p>
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**Agenda Item F: Contract – was withdrawn and will be heard at a future meeting.**

**G. For Information Only: Update on Legislative, Audit, and Budget matters.**

Executive Director Eric Witkoski briefly updated the Commission on a potential relocation of the Commission's primary office in 2023, which would take place alongside all other agencies housed within the Grant Sawyer Building. This relocation would be done by the Buildings and Grounds division and paid for by the state. He indicated that discussions with Buildings and Grounds resulted in Staff withdrawing the budget request to move from the Sawyer building as a singular entity.

Chief of Finance and Administration, Douglas Beatty, presented additional information on budgetary and administrative matters.

Mr. Beatty indicated that the Commissioners may be aware that many state agencies have been required to submit budgetary plans to implement an 11% reduction in expenditures this fiscal year. He indicated that the Commission is not an agency reliant on the State of Nevada's General Fund and that the Commission was thus not required to submit the 11% budget reduction plan to the Governor's Office. However, Commission staff will be required to utilize furlough days, most likely starting in calendar 2021. However, the Governor's Office staff have not finalized the furlough plan and Staff is waiting for further instructions.

Mr. Beatty then explained that Staff has been in contact with the Governor's Office and the Legislative Counsel Bureau's (LCB) fiscal staff regarding the Commission's adjusted base budget request for the upcoming biennium and has answered a number of questions related to the budget. Staff estimates that the adjusted base for the next biennium will be finalized and agreed to in December. Once this base has been agreed upon, the requested budget enhancement units will then be reviewed and discussed in Legislative session. When budget committee hearings are scheduled, Staff will appear before the Legislature to address the enhancement units and any further changes to the budget.

Mr. Beatty said that Staff held meetings with its contractors in October of 2020 regarding the Commission's budget and contractors were informed at that time that the previously planned move of the Commission's primary office utilizing Commission funds had been removed from the budget. In addition, the status of the administrative revenues and hydropower administrative reserve balances were discussed.

Commissioner Stewart asked to verify if the funding reserves for the Commission were projected to be exhausted by 2022, and if so, what that projection was based on.

Mr. Beatty answered that the projections are only through June of 2021 and that at that time, if there were no change to Commission funds, the reserves would be reduced to about \$600,000 but not exhausted. If there were still no changes in projected revenues between June and December of 2021, the reserve levels may



need to be addressed. Staff will continue to monitor the revenues and reserves and keep both the customers and commission informed.

Mr. Stewart then asked what the regulatory minimum was for these reserves.

Mr. Beatty answered that there was no regulatory minimum, and the minimum necessary fund levels are determined by Staff and depend on the economic environment. Currently, Staff has a tentative minimum of about \$300,000.

Commissioner Puliz asked if, in the event individual contractors decrease their load, could that unused power then be sold to a different contractor.

Mr. Witkoski answered that yes, any unused power could be re-sold.

Mr. Beatty added that the Commission's Industrial contractors are the only contractors for whom the Commission is a full-service provider, and load for these contractors includes market purchases. As load decreases, the market power is the first to be reduced and no other customer will utilize the Commission for market purchases as the other contractors purchase power from elsewhere. Thus, the loss of market power is not made up by sales to other customers and the revenue stream for that portion of Commission resources is lost. Hydropower resources are resold to other customers as Mr. Witkoski indicated and that portion of revenue stream is received.

Commissioner Puliz asked what percentage the administrative fee was of the market value power sales.

Mr. Beatty estimated the hydropower administrative fee resulted in about \$1.2 million while the market power administrative fee typically resulted in around \$400,000.

<p><b>H. For Information Only: Update on pending legal matters, including Federal Energy Regulatory Commission or Public Utilities Commission of Nevada filings.</b></p>
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Special Counsel Christine Guerci presented an update on pending legal matters involving the Commission.

In the case of *Save the Colorado v. Department of the Interior*, there is still a pending motion by the plaintiffs, Save the Colorado, concerning a dispute over the contents of the administrative record and the decision by the Federal Government to not provide a privilege log for withheld documents. The Intervener States, including Nevada, have taken no position on the motion. Until the court has ruled on this motion, litigation is pending.

Vice Chairwoman Kelley asked in which court this case is currently awaiting litigation.

Ms. Guerci answered that *Save the Colorado v. Department of the Interior* is before Federal District Court in Arizona.

Vice Chairwoman Kelley asked if this case has been delayed due to the COVID-19 emergency.

Ms. Guerci answered that yes, the progression of this case has been delayed due to COVID-19, and the documentation in this case is lengthier than average, necessitating additional research time.

In *Navajo Nation v. Department of the Interior*, oral argument was held on Friday, October 16, 2020 by the Ninth Circuit via Zoom and YouTube. The Navajo argued that the Federal Government had breached their fiduciary responsibilities to the tribe by failing to secure the tribe an allocation of water from the Colorado River. The Federal Government argued that there was no breach of any recognized duty. The Intervener States, including Nevada, argued that the Ninth Circuit had no jurisdiction to hear a dispute that centers on the allocation of water from the Colorado River because the exclusive jurisdiction for such a claim resides with the United States Supreme Court as set out in *Arizona v. California*. The Parties are now awaiting a decision by the court.

Chairwoman Premsrirut asked if, in Ms. Guerci's estimation, the Ninth Circuit was likely to issue a full ruling on *Navajo Nation v. Department of the Interior* or if they would address the jurisdictional issue as their threshold for this case.

Ms. Guerci stated that it was difficult to surmise, but that it seemed that the Ninth Circuit had little interest in the Intervener States' argument of jurisdiction; all questions asked from the panel during the most recent oral argument all regarded the breach of fiduciary duties as well as the Navajo Nation's current access to water. Ms. Guerci stated that she believed the Ninth Circuit would not issue an allocation, but may send the case back to District Court for more information on the breach of fiduciary duties.

Chairwoman Premsrirut asked if there might be a third iteration of this case.

Ms. Guerci stated that there could be, and that the Ninth Circuit Court seemed sympathetic to the water access issues of the Navajo Nation.

**I. 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, the drought contingency plan, impacts on hydropower generation, electrical construction activities and other developments on the Colorado River.**

Dr. Warren Turkett, Natural Resource Analyst, gave a status update on the hydrological conditions, drought, and climate of the Colorado River Basin, Nevada's consumptive use of Colorado River water, and other developments on the Colorado River.

- Summary of Lake Powell, Lake Mead, and Nevada Water Supply
- Precipitation and Temperature
- Upper Basin Snowpack Accumulation
- Water Use in Southern Nevada
- Unregulated Inflow, Current and Projected Reservoir Status

A copy of the report is attached and made a part of the minutes. (See Attachment B.)

**J. Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken.)**

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

**K. Comments and questions from the Commission members.**

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

**L. Selection of the next possible meeting date.**

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, December 8, 2020, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada.

**M. Adjournment.**


The meeting was adjourned at 2:47 pm.

\_\_\_\_\_  
Eric Witkoski, Executive Director

APPROVED:

\_\_\_\_\_  
Puoy K. Premsrirut, Chairwoman

DRAFT




# Colorado River Commission of Nevada

Renewable Energy Certificate Program


Lisa Ray, Asst. Hydropower Program Mgr.

November 10, 2020



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## Agenda

- Senate Bill 358
- RECs and WREGIS
- CRCNV REC Program
- Agreements for the Transfer and Tracking of RECs
- Contractor Payment for RECs
- Contractor Discussions
- Questions

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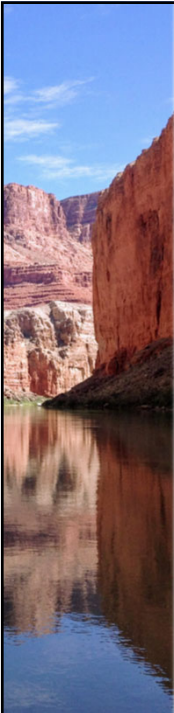


## Senate Bill 358 (SB 358)

- Signed into law on April 22, 2019
- Increased Nevada Renewable Portfolio Standard (RPS) to 50% by 2030
- Allows certain federal hydropower for use in meeting Nevada RPS, including:
  - Boulder Canyon Project (BCP)
  - Parker-Davis Project (P-DP)
  - Salt Lake City Area Integrated Projects (SLCAIP)
- Compliance Reporting:
  - Entities subject to the Public Utilities Commission of Nevada
  - Entities, including the CRCNV subject to the Nevada Office of Energy in accordance with subsection 4 of Nevada Revised Statute (NRS) 704.7825
    - Customers at BMI Complex

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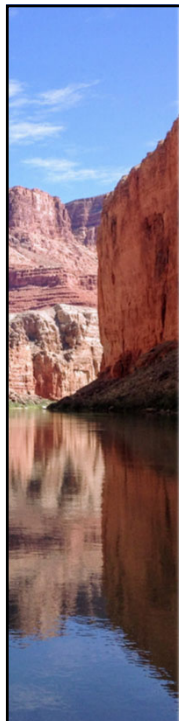
## RECs and WREGIS

What is a REC?

- A Renewable Energy Certificate (REC) represents all renewable and environmental attributes per MWh of electricity generated from a renewable energy generating Unit.
- An electronic record of reported generation and its attributes.
- Certificates include:
  - Total MWhs
  - Facility location, generating technology, fuel type, nameplate capacity
  - Month/year of generation
  - Program eligibilities

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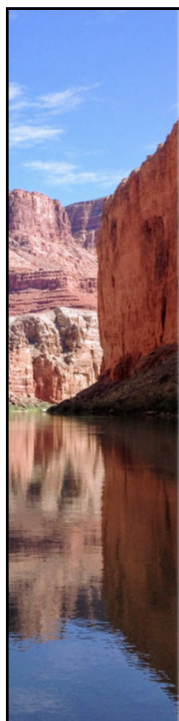
## RECs and WREGIS

What is WREGIS and what do they do?

- Western Renewable Energy Generation Information System (WREGIS) is an independent renewable energy registry and tracking system for the Western Interconnection in the geographic area covered by the Western Electricity Coordinating Council (WECC)
  - Proprietary information system (software/platform)
  - Administrative operations are housed at WECC
- Certify, issue, and track environmental attributes generated from renewable energy generating units
- Policy-neutral; use independent, verifiable, and reliable data; protect against double-counting
- The WREGIS system will create exactly one Certificate per MWh of generation that occurs from a registered generating unit or that is imported from a Compatible Tracking System

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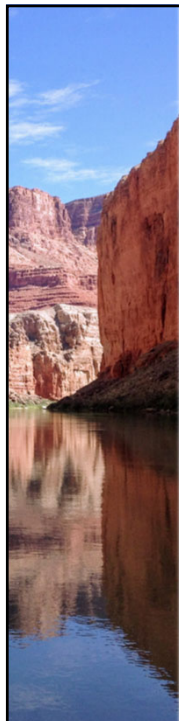


## CRCNV REC Program

- Maintain consistency with WAPA policies and its hydropower contracts with the CRCNV
- Use of Western Renewable Energy Generation Information Systems (WREGIS) to manage and track RECs in a consistent and transparent manner
- The Commission of the CRCNV must approve third-party sales, transfers, or exchanges to an entity outside of the CRCNV and its current Contractors
- RECs remain associated with the hydropower energy generated - when hydropower is laid off or pooled, the recipient will also receive the associated RECs
- Manage RECs in accordance with Contractor chosen method of disposition

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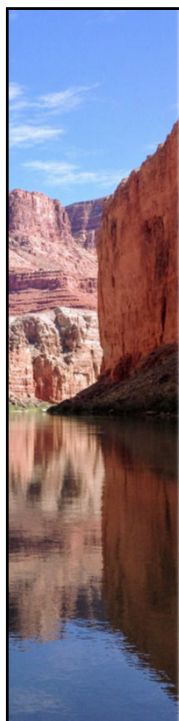
## Agreements for the Transfer and Tracking of RECs

Letter Agreement No. 20-DSR-12963 between WAPA and the CRCNV:

- Remains in effect until December 31, 2025, and automatically renews for successive 5-year commitments, but not beyond September 30, 2067
- 6-month advance notice for either party to terminate
  - Requires agreement to a different arrangement for the use of environmental attributes, and
  - Termination not effective until all obligations under the agreement have been completed
- WAPA to register as a Generator Agent with WREGIS and provide qualified reporting entity services, establish accounts to facilitate the transfer of RECs to CRCNV
- Provides for quarterly generation reports and when REC transfers will occur
- CRCNV to register and establish a WREGIS account and accept transfer of RECs
  - Pay WAPA and WREGIS fees billed to WAPA

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## Agreements for the Transfer and Tracking of RECs

- Signed Notice and Exhibit 1 between the CRCNV and Contractor will be used to document Contractors desire for disposition of RECs and specify associated program costs
- Contractor options include:
  - transfer RECs to a WREGIS account held by the Contractor
  - hold the Contractors' RECs in an active sub account
  - retire RECs in WREGIS that the Contractor is claiming to be used to meet the Nevada RPS
  - place the RECs in a reserve account if the RECs have been transferred out of the WREGIS system to a third party who is not a WREGIS Account Holder or have been exported to a tracking system other than WREGIS
- Note: RECs that are retired or placed in a reserve account will not be available for future use

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## REC Program Costs

- Annual costs of approximately \$11,800 are expected to be charged by WAPA and \$3,500 are expected to be charged by WREGIS. Both costs will be included on CRC invoices and paid by the CRC contractors in proportionate shares to their hydropower allocations.
- There will be no additional charges from the CRCNV to administer the REC program

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## Contractor Discussions

- **February - July 2020:** Held informal discussions
- **September - October 2020:** Held formal discussions
- **October 13, 2020:** Formal notice to contractors
- **October 20, 2020:** Signed Exhibit 1 due to CRCNV; (If needed more time due date was extended)

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## Questions

- Contact Information:
  - Gail Bates, Assistant Director, Hydropower [gbates@crc.nv.gov](mailto:gbates@crc.nv.gov) 702-496-3162
  - Lisa Ray, Asst. Hydropower Program Mgr. [lray@crc.nv.gov](mailto:lray@crc.nv.gov) 702-539-2558

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## Appendix - REC Program Timeline - CY2021

- **November:** Prior calendar year, WAPA bills and CRCNV pays contract costs for upcoming calendar year; *November 2020 for calendar year 2021 and November 2021 for calendar year 2022*
- **December:** Prior calendar year, CRCNV bills and Contractor pays REC program costs for upcoming calendar year; *December 2020 for calendar year 2021 and October 2021 for calendar year 2022*
- **Quarterly Reports:** WAPA provides CRCNV a report of generation values uploaded to WREGIS by the 15<sup>th</sup> day of the month following the end of each quarter for the previous three months of the calendar year
  - CRCNV provides Contractor with a report of generation values within 45 business days from the conclusion of each quarter during the calendar year
- **April 2:** WAPA, following settlements, transfers RECs to CRCNV for prior calendar year; *April 2022 for calendar year 2021 and April 2023 for calendar year 2022*
- **April 15:** Within 10 business days after CRCNV receives RECs from WAPA, CRCNV will administer Contractor RECs in accordance with Exhibit 1

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# Colorado River Commission of Nevada

## Hydrology and Water Use Update

Warren Turkett

November 10, 2020



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## Summary

### Lake Powell

- Water year<sup>1</sup> 2020 ended with 54% of average unregulated inflow.
- August through October were dry resulting in next years forecast to be below average.

### Lake Mead

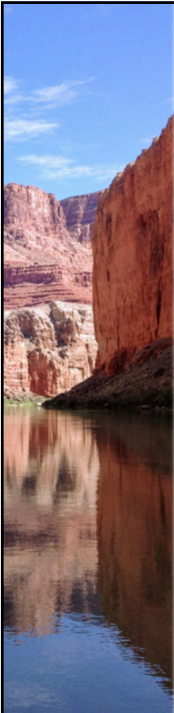
- Lake Mead is forecasted to maintain elevations through the end of calendar year 2021.
- Lower Basin conservation programs have conserved roughly 3.5 million af or about 40 addition feet in Lake Mead.

### Nevada Water Supply

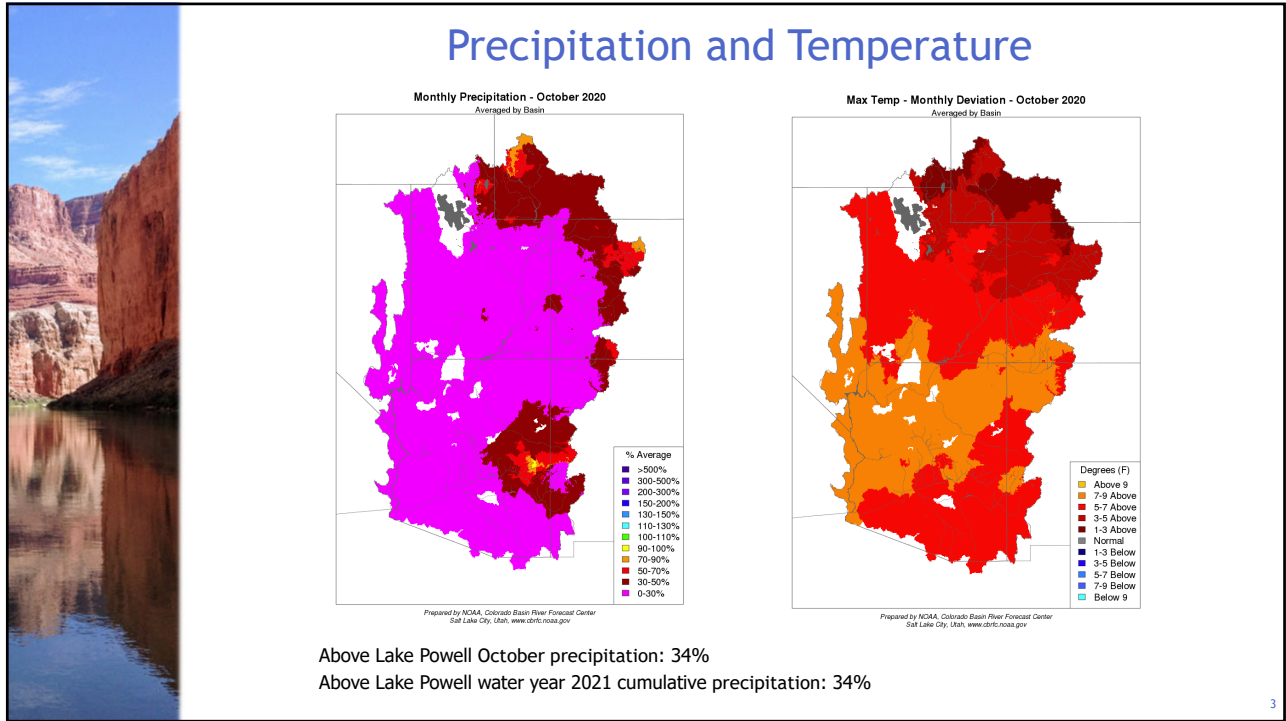
- Southern Nevada has 9 years of water supply banked. <sup>2</sup>
- **In 2019, Southern Nevada used 22% less than its annual allocation.**

Storage	Elevation (f)	% Capacity	Change since last year
Lake Mead	1,081.8	39%	-0.9 ft
Lake Powell	3,591.6	45%	-21.3 ft

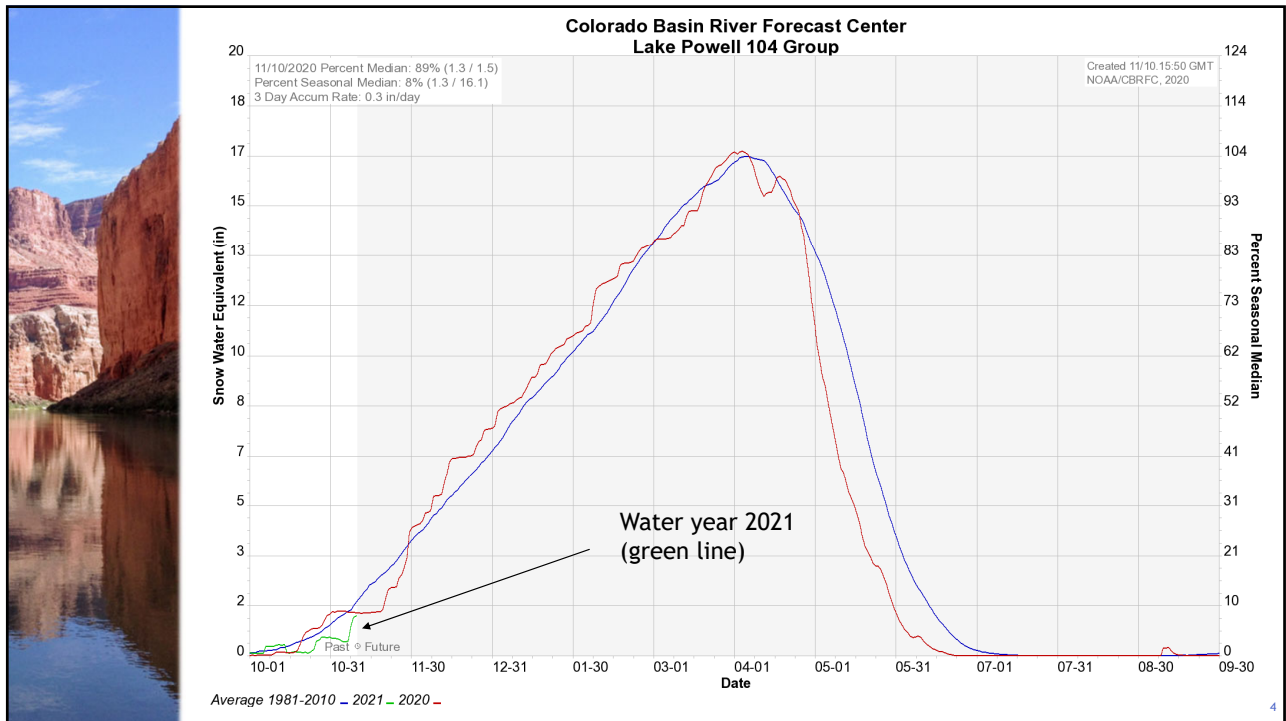
Data retrieved November 2, 2020  
<sup>1</sup> Water year is defined as October through September.  
<sup>2</sup> Based on historical Southern Nevada water use.



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## Unregulated Inflow, Current and Projected Reservoir Status

Projected unregulated inflow to Lake Powell	Acre-Feet	% Average
Water Year 2021	6,791,000	63%
April thru July 2021	4,550,000	64%

Reservoir	Current Elevation	Current Storage Acre-Feet	Current % Capacity	Projected Elevation on 1/1/2022 <sup>1</sup>
Lake Mead	1,081.8	10,164,000	39%	1,082.1
Lake Powell	3,591.6	10,970,000	45%	3,572.6

Data retrieved November 2, 2020  
<sup>1</sup> Based on Reclamation's October 2020 24 Month Study Most Probable Inflow.

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## Water Use In Southern Nevada

Southern Nevada Water Use	2019 Actual Use in Acre-Feet
Nevada Annual Allocation	300,000
Diversion	472,314
Return Flows	238,318
Consumptive Use	233,996
Unused Allocation Available for Banking	66,004 (22%)

Southern Nevada Water Use	Diversions	Return Flows	Consumptive Use
January-September 2020	382,350	167,856	214,494

Banked Water (through end of 2019)	Acre-Feet
Ground Water Recharge in So. Nevada	358,315
Banked in Lake Mead	785,913
Banked in California and Arizona	944,071
<b>Total</b>	<b>2,088,299</b>

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**COLORADO RIVER COMMISSION OF NEVADA**  
**AGENDA ITEM D**  
**FOR MEETING OF DECEMBER 8, 2020**

**SUBJECT:**

*For Possible Action:* Consideration of and possible action to approve Amendment No. 2 to the Interlocal Contract between the Colorado River Commission of Nevada (Commission) and the Silver State Energy Association (SSEA) for staffing services, extending the Interlocal Contract until May 2025 and adding \$7 million of authority to the total cost.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

Staff recommends the Commission approve Amendment No. 2 to the Interlocal Contract Between the Commission and the SSEA and authorize the Executive Director to sign the agreement on behalf of the Commission.

**FISCAL IMPACT:**

The maximum compensation that can be received by the Commission is \$7,000,000 over the four years of the amendment extension.

**STAFF COMMENTS AND BACKGROUND:**

In 2007, the Commission, along with several of its customers, entered into a cooperative agreement to form the Silver State Energy Association (SSEA). The members of the SSEA include the Commission, Southern Nevada Water Authority (SNWA), City of Boulder City, Overton Power District No. 5, and Lincoln County Power District No. 1. The SSEA Board of Directors is comprised of a representative designated by each of its members.

The SSEA was formed for the purpose of jointly planning, developing, owning, and operating energy resources for its members. During Fiscal Year beginning 2019, the SSEA purchased approximately 1.2 million megawatt hours (MWh) of energy to meet its members' electrical needs.

The SSEA does not have any employees of its own. Instead, employees of the SNWA and the Commission provide the labor needed to staff the SSEA organization. In March of 2013, the Commission approved an interlocal contract between the Commission and SSEA pursuant to which the SSEA pays for Administrative Services provided by the Commission. The Commission then extended that agreement in 2017 for an additional four years. The base cost of the Administrative Services provided by the Commission, which includes labor and operating expenses with current personnel, is approximately \$1.6 million annually. The contract cap contains sufficient funds to cover the cost of vacant positions and other operating expenses that may be incurred during the term of the contract. The extension to the original interlocal contract, which expires on May 13, 2021, was for a period of four years with a not-to-exceed expenditure and an additional \$7 million for an overall contract amount of \$14 million.

Staff recommends the Commission extend the term of the agreement for an additional four years, through May 13, 2025 and approve an additional \$7 million for a total overall amount of not-to-exceed of \$21 million for the total twelve-year term of the contract including amendments.

**AMENDMENT # 2**  
**to**  
**Interlocal Contract**

Between the State of Nevada  
acting by and through its

**Colorado River Commission of Nevada**  
555 E. Washington Avenue, Suite 3100  
Las Vegas, NV 89101  
(702) 486-2670  
Contact: Michael Slattery  
Email: [msslattery@crc.nv.gov](mailto:msslattery@crc.nv.gov)

and

**Silver State Energy Association**  
100 City Parkway Suite 700  
Las Vegas, Nevada 89106  
(702) 691-5240  
Contact: Scott Krantz  
Email: [scott.krantz@snwa.com](mailto:scott.krantz@snwa.com)

1.) AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original interlocal contract dated May 14, 2013, attached hereto as Exhibit A, and Amendment # 1 to Interlocal Contract dated April 11, 2017, attached hereto as Exhibit B, remain in full force and effect with the exception of the following:

- A. The term of the interlocal contract would be extended for an additional four years with a new end date of May 13, 2025.
- B. The total contract "not to exceed" cost set forth in Section 8 of the original interlocal contract shall be increased by \$7,000,000.00 to a new "not to exceed" amount of \$ 21,000,000.00.

Current Amended Contract Language:

3. CONTRACT TERM. This Contract shall become effective upon approval by the Parties' Boards of Directors, the Attorney General and the Board of Examiners, which is anticipated to occur no later than May 14, 2013. This Contract will continue in effect until May 13, 2021, unless sooner terminated by either Party as set forth in this Contract.

8. CONSIDERATION. The CRC agrees to provide the services set forth in paragraph (6) at a cost which is not to exceed \$ 14,000,000 over the term of the contract. The SSEA agrees to compensate the CRC for all actual costs it incurs in providing these services. At least twenty (20) calendar days prior to the start of each calendar quarter, the CRC will present an invoice to the SSEA containing projected costs for the upcoming calendar quarter to carry out the activities identified in



Attachment AA Scope of Work. The SSEA will pay the invoice within 20 calendar days of receipt of the invoice. CRC employees will record the hours they spend each month carrying out the activities in Attachment AA. Within thirty (30) days of the date of receipt of the final report for the CRC's annual financial audit, the CRC shall prepare a reconciliation of billed costs and actual costs for the prior fiscal year. The CRC shall bill SSEA for any uncollected costs and shall credit SSEA in the bill for the next calendar quarter for any billed amounts in excess of costs, unless SSEA requests a refund. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

Amended Contract Language:

3. CONTRACT TERM. This Amendment # 2 shall become effective upon approval by the Parties' Boards of Directors, the Attorney General and the Board of Examiners, which is anticipated to occur no later than April 13, 2021. This Contract, Amendment # 1 and Amendment # 2 will continue in effect until May 13, 2025, unless sooner terminated by either Party as set forth in this Contract.

8. CONSIDERATION. The CRC agrees to provide the services set forth in paragraph (6) at a cost which is not to exceed \$ 21,000,000 over the term of the contract. The SSEA agrees to compensate the CRC for all actual costs it incurs in providing these services. At least twenty (20) calendar days prior to the start of each calendar quarter, the CRC will present an invoice to the SSEA containing projected costs for the upcoming calendar quarter to carry out the activities identified in Attachment AA Scope of Work. The SSEA will pay the invoice within 20 calendar days of receipt of the invoice. CRC employees will record the hours they spend each month carrying out the activities in Attachment AA. Within thirty (30) days of the date of receipt of the final report for the CRC's annual financial audit, the CRC shall prepare a reconciliation of billed costs and actual costs for the prior fiscal year. The CRC shall bill SSEA for any uncollected costs and shall credit SSEA in the bill for the next calendar quarter for any billed amounts in excess of costs, unless SSEA requests a refund. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

2.) INCORPORATED DOCUMENTS. Exhibit A (Original Interlocal Contract) and Exhibit B (Amendment # 1) are attached hereto, incorporated by reference herein and made a part of this amended contract.



3.) **REQUIRED APPROVAL.** This Amendment # 2 to the original interlocal contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

**COLORADO RIVER COMMISSION OF NEVADA**

\_\_\_\_\_  
Eric P. Witkoski  
Executive Director  
\_\_\_\_\_  
(Date)

**SILVER STATE ENERGY ASSOCIATION**

\_\_\_\_\_  
Scott Krantz  
SSEA Manager  
\_\_\_\_\_  
(Date)

Approved as to form for SSEA:

\_\_\_\_\_  
Laura E. Browning  
SSEA Counsel  
\_\_\_\_\_  
(Date)

**APPROVED BY BOARD OF EXAMINERS**

\_\_\_\_\_  
Signature – Board of Examiners  
On \_\_\_\_\_  
(Date)

Approved as to form:

\_\_\_\_\_  
Deputy Attorney General for  
State of Nevada  
\_\_\_\_\_  
(Date)

# **AMENDMENT 1**

**AMENDMENT # 1  
to  
Interlocal Contract**

Between the State of Nevada  
Acting By and Through Its

**Colorado River Commission of Nevada**  
555 E. Washington Avenue, Suite 3100  
Las Vegas, NV 89101  
(702) 486-2670  
Contact: Gail Bates  
Email: gbates@crc.nv.gov

and

**Silver State Energy Association**  
100 City Parkway  
Suite 700  
Las Vegas, Nevada 89106  
(702) 691-5240  
Contact: Scott Krantz  
Email: scott.krantz@snwa.com

1.) **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original interlocal contract, dated May 14, 2013 attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

- A. The term of the interlocal contract would be extended for an additional four years with a new end date of May 13, 2021.
- B. The total contract "not to exceed" cost set forth in Section 8 of the original interlocal contract shall be increased by \$7,000,000.00 to a new "not to exceed" amount of \$14,000,000.00.

**Current Contract Language:**

3. **CONTRACT TERM.** This Contract shall become effective upon approval by the Parties' Boards of Directors, the Attorney General and the Board of Examiners, which is anticipated to occur no later than May 14, 2013. This Contract will continue in effect until May 13, 2017, unless sooner terminated by either Party as set forth in this Contract.

8. **CONSIDERATION.** The CRC agrees to provide the services set forth in paragraph (6) at a cost which is not to exceed \$ 7,000,000 over the term of the contract. The SSEA agrees to compensate the CRC for all actual costs it incurs in providing these services. At least twenty (20) calendar days prior to the start of each calendar quarter, the CRC will present an invoice to the SSEA containing projected costs for the

upcoming calendar quarter to carry out the activities identified in Attachment AA Scope of Work. The SSEA will pay the invoice within 20 calendar days of receipt of the invoice. CRC employees will record the hours they spend each month carrying out the activities in Attachment AA. Within thirty (30) days of the date of receipt of the final report for the CRC's annual financial audit, the CRC shall prepare a reconciliation of billed costs and actual costs for the prior fiscal year. The CRC shall bill SSEA for any uncollected costs, and shall credit SSEA in the bill for the next calendar quarter for any billed amounts in excess of costs, unless SSEA requests a refund. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

Amended Contract Language:

3. CONTRACT TERM. This Amendment # 1 shall become effective upon approval by the Parties' Boards of Directors, the Attorney General and the Board of Examiners, which is anticipated to occur no later than April 11, 2017. This Contract and Amendment # 1 will continue in effect until May 13, 2021, unless sooner terminated by either Party as set forth in this Contract.

8. CONSIDERATION. The CRC agrees to provide the services set forth in paragraph (6) at a cost which is not to exceed \$ 14,000,000 over the term of the contract. The SSEA agrees to compensate the CRC for all actual costs it incurs in providing these services. At least twenty (20) calendar days prior to the start of each calendar quarter, the CRC will present an invoice to the SSEA containing projected costs for the upcoming calendar quarter to carry out the activities identified in Attachment AA Scope of Work. The SSEA will pay the invoice within 20 calendar days of receipt of the invoice. CRC employees will record the hours they spend each month carrying out the activities in Attachment AA. Within thirty (30) days of the date of receipt of the final report for the CRC's annual financial audit, the CRC shall prepare a reconciliation of billed costs and actual costs for the prior fiscal year. The CRC shall bill SSEA for any uncollected costs, and shall credit SSEA in the bill for the next calendar quarter for any billed amounts in excess of costs, unless SSEA requests a refund. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

2.) INCORPORATED DOCUMENTS. Exhibit A (Original Interlocal Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3.) **REQUIRED APPROVAL.** This amendment to the original interlocal contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

**COLORADO RIVER COMMISSION OF NEVADA**


  
Jayne Harkins, P.E.  
Executive Director \_\_\_\_\_ 2/14/17 \_\_\_\_\_ (Date)

**SILVER STATE ENERGY ASSOCIATION**

  
Scott Krantz  
SSEA Manager \_\_\_\_\_ 2/16/17 \_\_\_\_\_ (Date)

Approved as to form by:


  
Laura E. Browning, SSEA Counsel \_\_\_\_\_ 2-16-17 \_\_\_\_\_ (Date)

  
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 4/11/17 \_\_\_\_\_ (Date)

Approved as to form by:

  
Special Counsel - Deputy Attorney General for  
Attorney General, State of Nevada \_\_\_\_\_ On 2/1/17 \_\_\_\_\_ (Date)

**ORIGINAL**

## **INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

A Contract Between the State of Nevada  
Acting By and Through Its

**Colorado River Commission of Nevada**  
555 East Washington Avenue  
Suite 3100  
Las Vegas, NV 89101  
702-486-2670

and the

**Silver State Energy Association**  
100 City Parkway  
Suite 700  
Las Vegas, NV 89106  
702-691-5240

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and,

WHEREAS, the Colorado River Commission of Nevada ("CRC") is the agency of the State of Nevada that is authorized by Nevada Revised Statutes ("NRS") 538.161(2) and NRS 704.787, to sell electricity and provide transmission and distribution service to meet the existing and future requirements of certain customers including, among others, the City of Boulder City ("Boulder City"), Lincoln County Power District No. 1 ("Lincoln"), Overton Power District No. 5 ("Overton") and the Southern Nevada Water Authority ("SNWA"); and,

WHEREAS, in 2007 the CRC entered into a Cooperative Agreement with Boulder City, Lincoln, Overton, and the SNWA, that created the Silver State Energy Association ("SSEA") as a joint exercise of powers agency created under NRS 277.080-277.180 for the purpose of engaging in certain activities associated with the acquisition and disposition of electric power to meet their own needs and the needs of their customers; and,

WHEREAS, members of the SSEA have entered into several Power Services Agreements ("PSAs"), under which SSEA provides various power supply management services to its members, and the members may enter into additional PSAs in the future; and,

WHEREAS, the SSEA desires to obtain certain administrative services from the CRC, in order to carry out its responsibilities to its members; and,

WHEREAS, the CRC desires to provide administrative services for the SSEA so that the SSEA may function as a full service electric power provider for its members, and the CRC desires to be compensated by SSEA for performing these services; and,

WHEREAS, it is deemed that the services of the CRC hereinafter set forth are both necessary to the SSEA and in the best interests of the State of Nevada and the SSEA;

NOW, THEREFORE, in consideration of the aforesaid promises, the CRC and the SSEA (referred to herein singly as "Party" and collectively as "the Parties") mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each Party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall become effective upon approval by the Parties' Boards of Directors, the Attorney General and the Board of Examiners, which is anticipated to occur no later than May 14, 2013. This Contract will continue in effect until May 13, 2017, unless sooner terminated by either Party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by the Board of Directors of either Party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until at least one hundred and eighty (180) days after a Party has served written notice upon the other Party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The Parties expressly agree that this Contract may be terminated immediately if for any reason CRC's funding ability to satisfy this Contract is withdrawn, limited, or impaired, and SSEA waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the CRC's funding is not appropriated or is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing addressed to the other Party's Authorized Representative as set forth below, and shall be deemed to have been duly given if delivered personally by hand, or delivered by electronic mail with appropriate proof of delivery or by certified mail, return receipt requested, postage prepaid on the date posted.



6. INCORPORATED DOCUMENTS. The Parties agree that the services to be performed shall be specifically described in the attached Scope of Work, which may be amended by written agreement of the Parties' Authorized Representatives. This Contract incorporates the following attachments:

ATTACHMENT AA: SCOPE OF WORK

ATTACHMENT BB: INSURANCE SCHEDULE

7. BUDGET. Each year, the CRC will present a budget to the SSEA Manager containing projected administrative and general (A&G) costs which the CRC expects to incur in order to carry out the CRC's responsibilities under this Agreement. The budget will contain anticipated costs for the upcoming two fiscal years, for labor (including labor overheads), operating costs, outside contracts, equipment, and an allocation of general administrative costs that are not directly assignable to the SSEA. The method of allocation of general administrative costs shall be mutually agreed upon by the Parties' Authorized Representatives prior to March 1 of each year. The CRC shall provide the SSEA with a final budget by April 1 of each year. Amendments to the budget during the fiscal year may be authorized by written agreement of the Parties' Authorized Representatives.

8. CONSIDERATION. The CRC agrees to provide the services set forth in paragraph (6) at a cost which is not to exceed \$ 7,000,000 over the term of the contract. The SSEA agrees to compensate the CRC for all actual costs it incurs in providing these services. At least twenty (20) calendar days prior to the start of each calendar quarter, the CRC will present an invoice to the SSEA containing projected costs for the upcoming calendar quarter to carry out the activities identified in Attachment AA Scope of Work. The SSEA will pay the invoice within 20 calendar days of receipt of the invoice. CRC employees will record the hours they spend each month carrying out the activities in Attachment AA. Within thirty (30) days of the date of receipt of the final report for the CRC's annual financial audit, the CRC shall prepare a reconciliation of billed costs and actual costs for the prior fiscal year. The CRC shall bill SSEA for any uncollected costs, and shall credit SSEA in the bill for the next calendar quarter for any billed amounts in excess of costs, unless SSEA requests a refund. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

9. 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 expressly provided. The Parties further agree that the Scope of Work may be amended by written consent of the Parties' Authorized Representatives.

10. AUTHORIZED REPRESENTATIVES OF PARTIES. Each Party, by written notice to the other, shall designate a representative, and an alternate, who is authorized to act on its behalf with respect to those matters contained in this Contract which are the functions and responsibilities of its Authorized Representative. Either Party may change the designation of its Authorized Representative and alternate, upon oral notice given to the other and confirmed promptly by written notice. The Parties designate the

following individuals as their initial Authorized Representatives under this Contract:

For the CRC:

Jayne Harkins, P.E.  
Executive Director  
Colorado River Commission of Nevada  
555 East Washington Avenue, Suite 3100  
Las Vegas, Nevada 89101-1065  
Phone No.: (702) 486-2686  
E-mail: [jharkins@crc.nv.gov](mailto:jharkins@crc.nv.gov)

For the SSEA:

Scott Krantz  
General Manager  
Silver State Energy Association  
100 City Parkway  
Suite 700  
Las Vegas, NV 89106  
Phone No.: (702) 691-5240  
E-mail: [scott.krantz@snwa.com](mailto:scott.krantz@snwa.com)

11. INSPECTION & AUDIT.

- a. Books and Records. Each Party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other Party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.
- b. Inspection & Audit. Each Party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the Party, 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 where such records may be found, with or without notice by the other Party, the State Auditor, Employment Security, 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.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each Party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. 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.

12. **BREACH; REMEDIES.** Failure of either Party to perform any obligation of this Contract shall be deemed a breach. 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 but not limited to actual damages, and to a prevailing Party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

13. **LIMITED LIABILITY.** The Parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

14. **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.

15. **INDEMNIFICATION.**

a. To the fullest extent of limited liability as set forth in paragraph (13) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

16. **INDEPENDENT PUBLIC AGENCIES.** The Parties are associated with each other only for the purposes and to the extent set forth in this Contract and related agreements, and in respect to performance of services pursuant to this Contract, each Party is and shall be a public agency separate and distinct from the other Party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other Party.

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

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

19. ASSIGNMENT. Neither Party shall assign, contract, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other Party.

20. OWNERSHIP OF PROPRIETARY INFORMATION. All data, reports, work product, procedures and other information and documents developed for the SSEA pursuant to this Agreement will remain the property of the SSEA, irrespective of the Party owning the system(s) used to produce such material. The CRC may retain and utilize copies of such material, provided that such use is not contrary to the interest of the SSEA, but may not release those copies without the prior written consent of the SSEA.

21. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

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

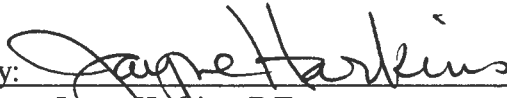
23. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Contract on behalf of each Party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

24. 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. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

25. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a 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, approved by the State of Nevada Office of the Attorney General.


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

**COLORADO RIVER COMMISSION OF NEVADA**

By:   
Jayne Harkins, P.E.  
Executive Director

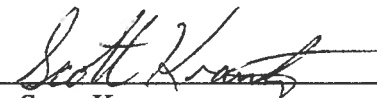
3/12/13  
Date

Approved as to form by:

  
Senior Deputy Attorney General  
for Attorney General, State of Nevada


2/26/13  
Date

**SILVER STATE ENERGY ASSOCIATION**

By:   
Scott Krantz  
SSEA Manager

3/12/13  
Date

**APPROVED BY BOARD OF EXAMINERS**

  
Jeff Mohlenkamp  
Clerk, Board of Examiners

5-14-13  
Date

**ATTACHMENT AA  
SCOPE OF WORK**

**INTERLOCAL CONTRACT**

**Between**

**The State of Nevada  
Acting By and Through Its  
Colorado River Commission of Nevada**

**and the**

**Silver State Energy Association**

**ATTACHMENT AA  
SCOPE OF WORK**

**INTERLOCAL CONTRACT  
BETWEEN CRC AND SSEA**

The CRC will provide services to the SSEA including but not limited to the following activities that may be required to support any of the SSEA Projects or the overall financial management of the SSEA organization:

- Accounting and financial support including invoice verification, budgeting, billing, cost tracking, and record keeping relevant to all SSEA projects and the overall financial management of the SSEA organization.
- Compliance support, including compliance with federally mandated reliability standards relevant to all SSEA projects
- Legal and contract support relevant to all SSEA projects
- General and administrative support including computer hardware and software support.
- Purchasing and selling energy products for the SSEA as authorized by Project Services Agreement #3 including, but not limited to, electric power; electric transmission, ancillary and other interconnected operations services, hedging and other financial risk management or mitigation products, fuel, and fuel transportation.
- Scheduling and delivery of all energy products to the SSEA members.
- Analytical support including, but not limited to, load and price forecasting, planning, modeling, risk management, credit analysis, portfolio valuation, preparation of management reports.

CRC personnel will provide the above-described services under the immediate direction of the Manager of the SSEA, in compliance with the energy risk management and accounting policies and procedures adopted by SSEA.



CRC personnel providing services to the SSEA shall remain employees of the CRC and shall adhere to all CRC regulations, policies, procedures and employment standards. Any conflict between the direction of the Manager of the SSEA, and CRC regulations, policies, procedures and employment standards shall be resolved by the Authorized Representatives of CRC and SSEA.

Jayne Harkin  
Name

Executive Director  
Title

3/12/13  
Date

Scott Krantz  
Name

SSEA Manager  
Title

3/12/13  
Date



**ATTACHMENT BB  
INSURANCE SCHEDULE**

**INTERLOCAL CONTRACT**

**Between**

**The State of Nevada  
Acting By and Through Its  
Colorado River Commission of Nevada**

**and the**

**Silver State Energy Association**

**ATTACHMENT BB  
INSURANCE SCHEDULE**

**INTERLOCAL CONTRACT  
BETWEEN CRC AND SSEA**

**Insurance Requirements for Governmental Parties to an Interlocal Agreement:**

None.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM E  
FOR MEETING OF DECEMBER 8, 2020**

**SUBJECT:**

*For Possible Action:* Consideration of and possible action to approve a four-year contract in the amount of \$860,000 for Engineering Services between Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) and the Colorado River Commission of Nevada (Commission).

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

Staff recommends approval of a four-year contract in the amount of \$860,000 for Engineering Services between Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) and the Colorado River Commission of Nevada (Commission) and authorize the Executive Director to sign it on behalf of the Commission.

**FISCAL IMPACT:**

Four-year contract with a not to exceed amount of \$860,000.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background on Operations**

The Colorado River Commission of Nevada (Commission) owns, operates and maintains seventeen high voltage substations staffed by seven Commission employees in the Commission's Power Delivery Project Group (PDP). In addition, the Commission is responsible for the operation and maintenance of ten substations that are owned by the Southern Nevada Water Authority (SNWA) and three owned by the Clark County Water Reclamation District.

The Commission's Staff includes in-house electrical engineer to provide engineering support for the system. As a result, Commission staff is capable of performing many routine engineering support functions. However, the Commission occasionally requires further engineering support for its operation and maintenance functions and to assist with the preparation of designs of ongoing and future projects for the agencies it serves.

The areas of expertise required periodically include, civil engineering for foundation, grading and structural design; communication engineering for assistance with the Commission's fiber optic and microwave radio communication system; and system studies. On a less frequent basis, the Commission requires expertise in environmental engineering and structural engineering for minor projects and problems.

**B. Request for Proposals for Engineering Firms**

The Commission Staff began the process of recruiting qualified engineering firms through a Request for Proposals (RFP) process in the fall of 2019. The RFP for engineering services was posted in the Las Vegas Review Journal, Reno Gazette Journal, on the Commission website and on NVEPro beginning on October 7, 2019. In addition to being posted, it was also sent to 3 vendors directly via email.

On November 4, 2019, the question period ended with no questions submitted. Deadline for submissions ended at 1:59pm on December 9, 2019. The only submission the Commission received was from Burns & McDonnell.

Continued on next page...

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM E (CONTINUED)  
FOR MEETING OF DECEMBER 8, 2020**

**STAFF COMMENTS AND BACKGROUND (CONTINUED):**

**C. Agreement for Consideration**

The agreement for Commission's consideration today is with the firm Burns & McDonnell. The firm is a multi-discipline engineering company with expertise in all areas that may be required by the Commission's operation and maintenance function and for construction projects.

The agreement proposes to retain the services of Burns & McDonnell for an initial contract term of four years, subject to Board of Examiners approval. Work under the agreement will be authorized by Commission Staff, as needed through the development and execution of written task authorizations. The total combined value of task authorizations under this agreement shall not exceed \$860,000 over the term of the contract.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Corporate/Business Entity Name:</b> Burns & McDonnell Engineering Company, Inc.	
<b>"Doing Business As" (if applicable):</b>	
<b>Street Address:</b> 9400 Ward Parkway	<b>Website:</b> burnsmcd.com
<b>City, State and Zip Code:</b> Kansas City, MO 64114	<b>POC Name and Email:</b> Adam Roth, aroth@burnsmcd.com
<b>Telephone Number:</b> 816-333-9400	<b>Fax Number:</b> 816-822-3028
<b>Local Street Address:</b> 9400 Ward Parkway	<b>Website:</b>
<b>City, State and Zip Code:</b> Kansas City, MO 64114	<b>Local Fax Number:</b> 816-822-3928
<b>Local Telephone Number:</b> 816-995-9221	<b>Local POC Name and Email:</b> Adam Roth, aroth@burnsmcd.com

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the CRCNV.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

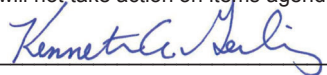
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Burns & McDonnell, Inc.	Parent company	100%

**This section is not required for publicly-traded corporations.**

1. Are any individual members, partners, owners or principals, involved in the business entity, a CRCNV full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please note that CRCNV employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
  
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a CRCNV full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete and accurate. I also understand that the CRCNV will not take action on items agendized without the completed disclosure form.

 _____ Signature	Kenneth Gerling _____ Print Name
Vice President _____ Title	11/25/2020 _____ Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF CRCNV EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO CRCNV EMPLOYEE/OFFICIAL
N/A	N/A	N/A

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

**For CRCNV Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

- Yes  No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes  No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

Agency Name:	<b>Colorado River Commission of Nevada</b>
Address:	<b>555 E. Washington Avenue, Suite 3100</b>
City, State, Zip Code:	<b>Las Vegas, NV 89101</b>
Contact:	<b>Robert Reese</b>
Phone:	<b>702-682-6972</b>
Fax:	<b>702-856-3617</b>
Email:	<a href="mailto:breese@crc.nv.gov">breese@crc.nv.gov</a>

Contractor Name:	<b>Burns &amp; McDonnell Engineering Company, Inc.</b>
Address:	<b>9400 Ward Parkway</b>
City, State, Zip Code:	<b>Kansas City, MO, 64114</b>
Contact:	<b>Adam Roth</b>
Phone:	<b>816-995-9221</b>
Fax:	<b>816-822-4386</b>
Email:	<a href="mailto:aroth@burnsmcd.com">aroth@burnsmcd.com</a>

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 (anticipated to be Date 02/18/2021.)

Effective from:	Date 03/01/2021	To:	Date 03/01/2025
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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 A:	STATE SOLICITATION OR RFP ES-19-02 and AMENDMENTS #
ATTACHMENT E:	INSURANCE SCHEDULE
ATTACHMENT C:	CONTRACTOR'S RESPONSE

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:

\$ Agreed	Per	Task Authorization
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Total Contract Not to Exceed:	<b>\$860,000.00</b>
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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, reasonable advance written 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. These inspection and audit rights will not apply to any agreed-upon fixed rates or percentage multipliers, or any rates, charges, costs, hours worked, or expenses related to services performed on a lump sum or fixed price basis. 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, the date of completion of the applicable task, or the termination of authorization for performance of the applicable task, 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. If the State terminates this Contract without cause, the State shall pay Contractor for Work completed prior to the termination.
- 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, consequential, special, or indirect 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. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the Contract maximum "not to exceed" value. The above limitation of liability for Contractor's breach shall not apply to Contractor's tort liability which shall not exceed fifteen million dollars (\$15,000,000). The above limitation of liability for Contractor's breach shall not apply to Contractor's gross negligence, fraud, willful misconduct, or third-party tort liability.
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, epidemics or pandemics, government restrictions; or orders of a government authority restricting ability to do or continue business for reasons not caused by Contractor, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases. Contractor may request a change order if its scope is materially affected by a force majeure event.
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, caused by negligent acts or omissions or willful misconduct of Contractor, its officers, employees and agents.
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 E*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract. The State and Contractor waive all rights against each other and their respective officers, directors, agents, or employees for damage covered by property insurance or self-insurance during and after completion of the Services.

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 limits as specified in *Attachment E*, 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 as an additional insured shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies where additional insured coverage is required 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 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 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, and employees as defined in NRS 41.0307 shall be included as additional insureds for liability caused by Contractor for work required within the Contract.
- 2) Waiver of Subrogation: The general liability, auto liability and workers compensation insurance policies shall provide for a waiver of subrogation against the State of Nevada, its officers, and employees as defined in NRS 41.0307 for losses caused by work/materials/equipment performed or provided by or on behalf of Contractor, where allowed by law. A waiver of subrogation shall not apply to professional liability.
- 3) Cross Liability: All required liability policies, except professional liability, shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Any deductible or self-insured retention shall be the responsibility of Contractor.
- 5) Policy Cancellation: Except for ten (10) days' notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, or non-renewed and shall provide that notices required by this Section shall be sent by 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 reasonably acceptable to the State and having agents authorized 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, and employees as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to evidence 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 the required insurance certificates to the State Contracting Agency identified on Page one of the Contract.**

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 0413 or CG 20 37 0413), 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 limits, the certificate of insurance must evidence the Express or Umbrella policy.
  - 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 be construed to be sufficient to protect Contractor or its subcontractors, employees or agents from liability while performing under this Contract.
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 customarily accepted standards in the Contractor's profession or industry; shall conform to or exceed the specifications set forth in the incorporated attachments. If Contractor fails to meet the foregoing standard of care, Contractor will re-perform at its own cost, and without reimbursement from the State, the Services necessary to correct negligent errors and omissions which are reported to Contractor within five (5) years from the completion of the Services. The State shall promptly notify Contractor upon discovery of such defects in the Services. This obligation to re-perform the Services is Contractor's sole obligation and the State's sole and exclusive remedy with respect to defects in the quality of the Services. No implied warranty or merchantability or fitness for a particular purpose shall apply.
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.
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.

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

Kenneth Gerling, Burns & McDonnell Engineering Company, Inc.	Date	Vice President
Eric Witkoski, Colorado River Commission of Nevada	Date	Executive Director
Signature – Board of Examiners		APPROVED BY BOARD OF EXAMINERS
		On: _____ Date
Approved as to form by:		
Christine Guerri-Nyhus, Deputy Attorney General for Attorney General	Date	On: _____ Date

State of Nevada  
Colorado River Commission of Nevada

555 E. Washington Avenue, Suite 3100  
Las Vegas, NV 89101-1065



Steve Sisolak  
Governor

Eric Witkoski  
Executive Director

State of Nevada  
Colorado River Commission of Nevada  
**Request for Proposal: ES-19-02**  
For  
**ENGINEERING SERVICES**

Release Date: 10/07/2019

Deadline for Submission and Opening Date and Time: 12/9/2019 @ 2:00 PM

***Refer to Section 8, RFP Timeline for the complete RFP schedule***

For additional information, please contact:

Robert D. Reese, Assistant Director, Engineering and Operations

State of Nevada, Colorado River Commission of Nevada

555 E. Washington Avenue, Suite 3100

Las Vegas, NV 89101-1065

Phone: 702-486-2670

Email address: [breese@crc.nv.gov](mailto:breese@crc.nv.gov)

***Refer to Section 9 for instructions on submitting proposals***



## VENDOR INFORMATION SHEET FOR RFP ES-19-02

### Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	
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V2	Street Address	
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V3	City, State, ZIP	
----	------------------	--

V4	Telephone Number	
	Area Code:	Number:

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

V7	<b><i>Contact Person for Questions / Contract Negotiations, including address if different than above</i></b>	
	Name:	
	Title:	
	Address:	
Email Address:		

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

V10	<b><i>Name of Individual Authorized to Bind the Organization</i></b>	
	Name:	Title:

V11	<b><i>Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)</i></b>	
	Signature:	Date:

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## PROJECT OVERVIEW

The Colorado River Commission of Nevada (CRCNV) is seeking proposals from qualified vendors to provide engineering services on an as needed basis to assist the CRCNV with projects associated with the operation and maintenance of its high-voltage electrical transmission and distribution system. The CRCNV desires to contract with one or more engineering firms for the performance of professional services.

## ACRONYMS / DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

<b>Acronym</b>	<b>Description</b>
<i><b>Assumption</b></i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<i><b>Awarded Vendor</b></i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i><b>BOE</b></i>	State of Nevada Board of Examiners
<i><b>CRCNV</b></i>	Colorado River Commission of Nevada
<i><b>Confidential Information</b></i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS §333.020(5) (b).
<i><b>Contract Approval Date</b></i>	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
<i><b>Contract Award Date</b></i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<i><b>Contractor</b></i>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
<i><b>Cross Reference</b></i>	A reference from one document/section to another document/section containing related material.

<b>Acronym</b>	<b>Description</b>
<b><i>Evaluation Committee</i></b>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
<b><i>Exception</i></b>	A formal objection taken to any statement/requirement identified within the RFP.
<b><i>Key Personnel</i></b>	Vendor staff responsible for oversight of work during the life of the project and for deliverables, as applicable.
<b><i>LOI</i></b>	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<b><i>May</i></b>	Indicates something that is not mandatory but permissible.
<b><i>Must</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b><i>NAC</i></b>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: <a href="http://www.leg.state.nv.us">www.leg.state.nv.us</a> .
<b><i>NOA</i></b>	Notice of Award – formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
<b><i>NRS</i></b>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: <a href="http://www.leg.state.nv.us">www.leg.state.nv.us</a> .
<b><i>Pacific Time (PT)</i></b>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<b><i>Proprietary Information</i></b>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
<b><i>Public Records</i></b>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<b><i>Redacted</i></b>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<b><i>RFP</i></b>	Request for Proposal; a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).

<b>Acronym</b>	<b>Description</b>
<b><i>Shall</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b><i>Should</i></b>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<b><i>State</i></b>	The State of Nevada and any agency identified herein.
<b><i>Subcontractor</i></b>	Third party not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
<b><i>Trade Secret</i></b>	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<b><i>Vendor</i></b>	Organization/individual submitting a proposal in response to this RFP.
<b><i>Will</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

## 2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. When January 1<sup>st</sup>, July 4<sup>th</sup>, November 11<sup>th</sup> or December 25<sup>th</sup> falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

<b>Holiday</b>	<b>Day Observed</b>
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November

Holiday	Day Observed
Christmas Day	December 25

## SCOPE OF WORK

### 3.1 SERVICES TO BE PERFORMED

The services to be performed by the vendor consist of engineering, drafting, and analysis, as may be required from time to time, for (1) the routine operation and maintenance of a high voltage transmission and distribution system, or (2) the upgrade, repair or extension of a high voltage transmission and distribution system. Categories indicating the types of services that may be requested of the vendor are as follows:

3.1.1 Preparation of fault duty studies, relay coordination studies, load flow studies and other similar type system studies needed to effectively monitor and control the electric system;

3.1.2 Analysis of fault data and relay target data to identify the causes of various relay operations;

3.1.3 Preparation of right-of-way encroachment analysis, including phase-to-phase clearance requirements from planned third party transmission lines;

3.1.4 Preparation of transmission structure re-location designs;

3.1.5 Preparation of designs and specifications for replacement, repair, modification, upgrade or extension projects;

3.1.6 Preparation of spill prevention and counter control plans for substation oil containing equipment;

3.1.7 Preparation of standard operating procedures, preventative maintenance programs, site security reviews and emergency response plans;

3.1.8 Supervisory and data acquisition control system programming; and

3.1.9 Communication system planning and analysis, including preparation of microwave signal interference studies.

The Commission shall authorize the work of the vendor by individual tasks on an as-needed basis. The Commission may utilize the services of the vendor on all, some or none of the various categories of work listed herein.

## COMPANY BACKGROUND AND REFERENCES

### 4.1 PRIMARY VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

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:	
Location(s) of the company offices:	
Location(s) of the office that will 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 will be assigned for this project:	

- 4.1.2 **Please be advised**, pursuant to NRS §80.010, incorporated companies must 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.
- 4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS §76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>. Vendors must provide the following:

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is “Legal Entity Name” the same name as vendor is doing business as?

Yes		No	
-----	--	----	--

If “No,” provide explanation.

- 4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.
- 4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	
-----	--	----	--

If “Yes,” complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

- 4.1.6 Are you or any of your employees now or have 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, while on annual leave, compensatory time, or on their own time?

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 will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

- 4.1.7 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. 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 must also be disclosed.

Does any of the above apply to your company?

Yes		No	
-----	--	----	--

If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.



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:		

- 4.1.8 Vendors must review the insurance requirements specified in *Attachment E, Insurance Schedule for RFP ES-19-02*. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in *Attachment E*.

Yes		No	
-----	--	----	--

Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverages as specified in *Attachment E, Insurance Schedule for RFP ES-19-02*.

- 4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP.
- 4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 4.1.11 Financial information and documentation to be included in *Part III*, of vendor's response in accordance with *Section 9.4, Confidential Information*.
- 4.1.11.1 Dun and Bradstreet Number
- 4.1.11.2 Federal Tax Identification Number
- 4.1.11.3 The last two (2) years and current year interim:

- A. Profit and Loss Statement
- B. Balance Statement

## 4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors?

Yes		No	
-----	--	----	--

If “Yes”, vendors must:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:
  - A. Describe the relevant contractual arrangements;
  - B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
  - C. Describe your previous experience with subcontractor(s).
- 4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:
  - A. Selecting and qualifying appropriate subcontractors for the project/contract;
  - B. Ensuring subcontractor compliance with the overall performance objectives for the project;
  - C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
  - D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State’s request, the State will be notified of such payments.
- 4.2.1.4 Provide the same information for any proposed subcontractors as requested in **Section 4.1, Vendor Information**.
- 4.2.1.5 Business references as specified in **Section 4.3, Business References** must be provided for any proposed subcontractors.

- 4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 4.2.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in **Section 4.2, Subcontractor Information**. The vendor must receive agency approval prior to subcontractor commencing work.

### 4.3 BUSINESS REFERENCES

- 4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.
- 4.3.2 Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

The “Company Name” must be the name of the proposing vendor or the vendor’s proposed subcontractor.

<b>Reference #:</b>	
<b>Company Name:</b>	
<b>Identify role company will have for this RFP project (Check appropriate role below):</b>	
	<b>VENDOR</b>
	<b>SUBCONTRACTOR</b>
Project Name:	
<b>Primary Contact Information</b>	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
<b>Alternate Contact Information</b>	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
<b>Project Information</b>	
Brief description of the project/contract and description of services performed, including	

technical environment (i.e., software applications, data communications, etc.) if applicable:	
Original Project/Contract Start Date:	
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	

- 4.3.3 Vendors must also submit *Attachment F, Reference Questionnaire* to the business references that are identified in *Section 4.3.2*.
- 4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Colorado River Commission of Nevada.
- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Colorado River Commission of Nevada on or before the deadline as specified in *Section 8, RFP Timeline* for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.
- 4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

#### 4.4 VENDOR STAFF RESUMES

A resume must be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per *Attachment G, Proposed Staff Resume*.

## COST

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated (refer to *Attachment I, Cost Schedule*).

## FINANCIAL

### 6.1 PAYMENT

- 6.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 30 - 45 days of receipt, providing all required information, documents and/or attachments have been received.

6.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

6.1.3 Option 1: Payment tied to specific milestones or deliverables.

Invoices are to be submitted upon completion of contract milestones as agreed to by the CRCNV; the CRCNV's approval will be upon satisfactory completion as determined by the CRCNV.

6.1.4 Option 2: Payment tied to an hourly rate or on an "as needed basis".

## 6.2 BILLING

6.2.1 The State does not issue payment prior to receipt of goods or services.

6.2.2 The vendor must bill the State as outlined in the approved contract and/or payment schedule.

6.2.3 Vendors may propose an alternative payment option; alternative payment options must be listed on *Attachment J, Cost Proposal Certification of Compliance with Terms and Conditions of RFP*. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein. The State does not issue payment prior to receipt of goods or services.

6.2.4 The State presently has a Procurement Card Program that participating State agencies may use to pay for some of their purchases. The Program is issued through a major financial institution and is treated like any other major credit card. Using agencies may desire to use the card as a method of payment. No additional charges or fees shall be imposed for using the card. Please indicate in your proposal response if you will accept

## WRITTEN QUESTIONS AND ANSWERS

### 7.1 FIRST SET OF QUESTIONS AND ANSWERS

7.1.1 In lieu of a pre-proposal conference, the CRCNV will accept questions and/or comments in writing, received either by email or facsimile regarding this RFP.

7.1.2 Questions must reference the identifying RFP number and be addressed to the State of Nevada, Colorado River Commission of Nevada, Attn: Robert D. Reese, emailed to [breese@crc.nv.gov](mailto:breese@crc.nv.gov) or faxed to 702-856-3617.

7.1.3 The deadline for submitting questions is as specified in *Section 8, RFP Timeline*.

7.1.4 Vendors must provide their company name, address, phone number, email address, fax number, and contact person when submitting questions.

7.1.5 All questions and/or comments will be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in **Section 8, RFP Timeline**.

## 7.2 SECOND SET OF QUESTIONS AND ANSWERS

Additional questions may be submitted via email by the date specified in **Section 8, RFP Timeline** and according to the process identified in **Section 7.1.1 through Section 7.1.5**.

## RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time. The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Task	Date/Time
Deadline for submitting first set of questions	10/14/19 @ 2:00 PM
Answers emailed	On or about 10/21/19
Deadline for submitting second set of questions	10/28/19 @ 2:00 PM
Answers emailed	On or about 11/04/2019
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 12/09/2019
Deadline for submission and opening of proposals	No later than 2:00 PM on 12/09/2019
Evaluation period (approximate time frame)	12/10/2019-12/16/2019
Selection of vendor	On or about 12/20/2019
Anticipated CRCNV Commission approval	01/14/2019
Anticipated BOE approval	03/10/2020
Contract start date (contingent upon BOE approval)	04/01/2020

## PROPOSAL SUBMISSION INSTRUCTIONS

### 9.1 GENERAL SUBMISSION INSTRUCTIONS

Vendors' proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with **Section 9.4, Part III Confidential Information**. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on

**Attachment A, Confidentiality and Certification of Indemnification** and comply with the requirements stated in **Section 9.6, Confidentiality of Proposals**.

The required CDs must contain information as specified in **Section 9.5.4**.

Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.

- 9.1.1 All information is to be completed as requested.
- 9.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified.
- 9.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Colorado River Commission of Nevada designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.
- 9.1.5 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be in bold/italics and placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.
- 9.1.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.



The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:

- 9.1.6.1 Be submitted on recycled paper;
  - 9.1.6.2 Not include pages of unnecessary advertising;
  - 9.1.6.3 Be printed on both sides of each sheet of paper; and
  - 9.1.6.4 Be contained in re-usable binders rather than with spiral or glued bindings.
- 9.1.7 For purposes of addressing questions concerning this RFP, the sole contact will be the CRCNV as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 9.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Colorado River Commission of Nevada. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Colorado River Commission of Nevada shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

- 9.1.9 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive per NRS 333.311.

## 9.2 PART I – TECHNICAL PROPOSAL

- 9.2.1 The technical proposal must include:
  - 9.2.1.1 One (1) original marked “MASTER”; and
  - 9.2.1.2 Six (6) identical copies.
- 9.2.2 The Technical Proposal ***must not include*** confidential information (refer to ***Section 9.4, Part III, Confidential Information***) or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.



### 9.2.3 Format and Content

#### 9.2.3.1 Tab I – Title Page

The title page must include the following:

Part I – Technical Proposal	
RFP Title:	Engineering Services
RFP:	ES-19-02
Vendor Name:	
Address:	
Proposal Opening Date:	December 9, 2019
Proposal Opening Time:	2:00 PM

#### 9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

#### 9.2.3.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

#### 9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. Attachment J – Certification Regarding Lobbying with an original signature by an individual authorized to bind the organization.
- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- F. Copies of applicable certifications and/or licenses.

9.2.3.5 Tab V – Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP

- A. **Attachment B** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. If the exception and/or assumption require a change in the terms or wording of any section of the RFP, the contract, or any incorporated documents, vendors must provide the specific language that is being proposed on **Attachment B**.
- C. Only technical exceptions and/or assumptions should be identified on **Attachment B**.
- D. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.2.3.6 Tab VI – Scope of Work

Vendors must place their written response(s) in **bold/italics** immediately following the applicable RFP question, statement and/or section.

9.2.3.7 Tab VII – Section 4 – Company Background and References

Vendors must place their written response(s) in **bold/italics** immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in **Section 4.2, Subcontractor Information**, if applicable.

9.2.3.8 Tab VIII – Attachment G – Proposed Staff Resumes(s)

Vendors must include all proposed staff resumes per **Section 4.4, Vendor Staff Resumes** in this section. This section should also include any subcontractor proposed staff resumes, if applicable.

9.2.3.9 Tax IX – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal.

## 9.3 PART II – COST PROPOSAL

### 9.3.1 The cost proposal must include:

- 9.3.1.1 One (1) original marked “MASTER”; and
- 9.3.1.2 Six (6) identical copies.
- 9.3.2 The Cost Proposal **must not** be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.
- 9.3.3 Format and Content
- 9.3.3.1 Tab I – Title Page

The title page must include the following:

Part II – Cost Proposal	
RFP Title:	Engineering Services
RFP:	ES-19-02
Vendor Name:	
Address:	
Proposal Opening Date:	December 9, 2019
Proposal Opening Time:	2:00 PM

- 9.3.3.2 Tab II – Cost Proposal
- Vendor’s response for the cost proposal must be included in this tab.
- 9.3.3.3 Tab III – Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of RFP
- A. **Attachment I** with an original signature by an individual authorized to bind the organization must be included in this tab.
  - B. In order for any cost exceptions and/or assumptions to be considered, vendors must provide the specific language that is being proposed in **Attachment I**.
  - C. Only cost exceptions and/or assumptions should be identified on **Attachment I**.
  - D. **Do not restate** the technical exceptions and/or assumptions on this form.
  - E. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

## 9.4 PART III – CONFIDENTIAL INFORMATION

9.4.1 The confidential information proposal must include:

9.4.1.1 One (1) original marked “MASTER”; and

9.4.1.2 One (1) identical copy.

9.4.2 Format and Content

9.4.2.1 Tab I – Title Page

The title page must include the following:

Part III – Confidential Information	
RFP Title:	Engineering Services
RFP:	ES-19-02
Vendor Name:	
Address:	
Proposal Opening Date:	December 9, 2019
Proposal Opening Time:	2:00 PM

9.4.2.2 Tab II - Confidential Technical Information

A. Vendors only need to submit information in Tab II if the proposal includes any confidential technical information (*Refer to Attachment A, Confidentiality and Certification of Indemnification*).

B. Vendors must cross reference back to the technical proposal sections, as applicable.

9.4.2.3 Tab III – Confidential Financial Information

Vendors must place the information requested in *Section 4.1.11* in this tab

## 9.5 CONFIDENTIALITY OF PROPOSALS

9.5.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.

9.5.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to

these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.

9.5.3 Vendors acknowledge that material not marked as “confidential” will become public record upon contract award.

9.5.4 The required CDs must contain the following:

9.5.4.1 One (1) “**Master**” CD with an exact duplicate of the technical and cost proposal contents only.

- A. The electronic files must follow the format and content section for the technical and cost proposal.
- B. The CD must be packaged in a case and clearly labeled as follows:

<b>Master CD</b>	
RFP No:	ES-19-02
Vendor Name:	
Contents:	Part I – Technical Proposal Part II – Cost Proposal Part III – Confidential Technical

9.5.4.2 One (1) “**Public Records CD**” which must include the technical and cost proposal contents to be used for public records requests.

- A. This CD **must not** contain any confidential or proprietary information.
- B. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal.
- C. All electronic files ***must*** be saved in “PDF” format.
- D. The CD must be packaged in a case and clearly labeled as follows:

<b>Public Records CD</b>	
RFP No:	ES-19-02
Vendor Name:	
Contents:	Part I – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

9.5.5 It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.

- 9.5.6 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 release of said information.

## 9.6 PROPOSAL PACKAGING

- 9.6.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows.
- 9.6.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

<b>Robert D. Reese</b> <b>Colorado River Commission of Nevada</b> <b>555 E. Washington Avenue, Suite 3100</b> <b>Las Vegas, NV 89101-1065</b>	
<b>RFP:</b>	ES-19-02
<b>PROPOSAL OPENING DATE:</b>	December 9, 2019
<b>PROPOSAL OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Engineering Services
<b>VENDOR'S NAME:</b>	

- 9.6.3 Proposals *must be received at the address referenced below no later than the date and time specified in Section 8, RFP Timeline*. Proposals that do not arrive by proposal opening time and date *will not be accepted*. Vendors may submit their proposal any time prior to the above stated deadline.
- 9.6.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 9.6.5 Email, facsimile, or telephone proposals will NOT be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by email, facsimile, or written notice provided such notice is received prior to the opening of the proposals.
- 9.6.6 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

<b>Robert D. Reese</b> <b>Colorado River Commission of Nevada</b> <b>555 E. Washington Avenue, Suite 3100</b> <b>Las Vegas, NV 89101-1065</b>	
<b>RFP:</b>	ES-19-02
<b>PROPOSAL COMPONENT:</b>	PART I - TECHNICAL
<b>PROPOSAL OPENING DATE:</b>	December 9, 2019

<b>PROPOSAL OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Engineering Services
<b>VENDOR'S NAME:</b>	

- 9.6.7 The cost proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

<b>Robert D. Reese Colorado River Commission of Nevada 555 E. Washington Avenue, Suite 3100 Las Vegas, NV 89101-1065</b>	
<b>RFP:</b>	ES-19-02
<b>PROPOSAL COMPONENT:</b>	PART II - COST
<b>PROPOSAL OPENING DATE:</b>	December 9, 2019
<b>PROPOSAL OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Engineering Services
<b>VENDOR'S NAME:</b>	

- 9.6.8 Confidential information shall be submitted to the State in a sealed package and be clearly marked as follows:

<b>Robert D. Reese Colorado River Commission of Nevada 555 E. Washington Avenue, Suite 3100 Las Vegas, NV 89101-1065</b>	
<b>RFP:</b>	ES-19-02
<b>PROPOSAL COMPONENT:</b>	PART III – CONFIDENTIAL INFORMATION
<b>PROPOSAL OPENING DATE:</b>	December 9, 2019
<b>PROPOSAL OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Engineering Services
<b>VENDOR'S NAME:</b>	

- 9.6.9 The CDs shall be submitted to the State in a sealed package and be clearly marked as follows:

<b>Robert D. Reese Colorado River Commission of Nevada 555 E. Washington Avenue, Suite 3100 Las Vegas, NV 89101-1065</b>	
<b>RFP:</b>	ES-19-02
<b>PROPOSAL COMPONENT:</b>	CDs
<b>PROPOSAL OPENING DATE:</b>	December 9, 2019
<b>PROPOSAL OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Engineering Services
<b>VENDOR'S NAME:</b>	

## PROPOSAL EVALUATION AND AWARD PROCESS

- 10.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria:
- 10.1.1 Demonstrated competence
  - 10.1.2 Experience in performance of comparable engagements
  - 10.1.3 Conformance with the terms of this RFP
  - 10.1.4 Expertise and availability of key personnel
  - 10.1.5 Cost
  - 10.1.6 Presentations
    - 10.1.6.1 Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.
    - 10.1.6.2 The State, at its option, may limit participation in vendor presentations up to the four (4) highest ranking vendors.
    - 10.1.6.3 The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Note: Financial stability will be scored on a pass/fail basis.

### **Proposals shall be kept confidential until a contract is awarded.**

- 10.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; 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. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5)
- 10.3 Each vendor must 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. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's 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. See generally, NRS §333.335.



- 10.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 10.5 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 10.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

## TERMS AND CONDITIONS

### 11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor's proposal.* However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 11.1.1 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, 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.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 The failure to separately package and clearly mark **Part III** – which contains 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.
- 11.1.5 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license

agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.

- 11.1.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 11.1.7 The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).
- 11.1.8 The State shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 11.1.9 Any irregularities or lack of clarity in the RFP should be brought to the attention of Robert D. Reese as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.10 Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 11.1.11 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.1.12 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.1.13 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.
- 11.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).
- 11.1.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 11.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.

- 11.1.17 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State’s option and at the vendor’s request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.
- 11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the NAC.
- 11.1.20 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. 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. In addition, NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates. The Administrator will apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.

## 11.2 CONTRACT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor’s proposal.* However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 11.2.1 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.2.2 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 11.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.

- 11.2.4 **Attachment B and Attachment J** of this RFP shall constitute an agreement to **all** terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors **must** be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.
- 11.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's 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: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.2.6 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 11.2.7 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 will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2.8 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.
- The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

### 11.3 PROJECT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and*

conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on ***Attachment B, Technical Proposal Certification of Compliance***. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment B***. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

#### 11.3.1 Award of Related Contracts

11.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

11.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

#### 11.3.2 Products and/or Alternatives

11.3.2.1 The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

11.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.

11.3.2.3 The State, at its sole discretion, will determine if the proposed alternative meets the intent of the original RFP requirement.

#### 11.3.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State-owned property furnished by the State for use in connection with the performance of the contract and will reimburse the State for any loss or damage.

#### 11.3.4 Inspection/Acceptance of Work

11.3.4.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.

11.3.4.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

11.3.4.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

#### 11.3.5 Travel

If travel is required, the following processes must be followed:

11.3.5.1 Requests for reimbursement of travel expenses must be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.

11.3.5.2 The travel expense form, with original signatures, must be submitted with the vendor's invoice.

11.3.5.3 Vendor will be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.

11.3.5.4 The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

#### 11.3.6 Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

#### 11.3.7 Right to Publish

11.3.7.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to the Executive Director of the Colorado River Commission of Nevada or designee.

11.3.7.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the Executive Director of the Colorado River Commission of Nevada or designee.

11.3.7.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.

11.3.7.4 The 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 the specific advance

written authorization of the Executive Director of the Colorado River Commission of Nevada or designee.

- 11.3.7.5 Throughout the term of the contract, the contractor must secure the written approval of the State per **Section 11.3.7.2** prior to the release of any information pertaining to work or activities covered by the contract.

11.3.8 Protection of Sensitive Information

Protection of sensitive information will include the following:

- 11.3.8.1 Sensitive information in existing legacy applications will encrypt data as is practical.
- 11.3.8.2 Confidential Personal Data will be encrypted whenever possible.
- 11.3.8.3 Sensitive Data will be encrypted in all newly developed applications.

## SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

<b>Part I – Technical Proposal Submission Requirements</b>		<b>Completed</b>
Required number of Technical Proposals per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
Tab VI	Section 3 – Scope of Work	
Tab VII	Section 4 – Company Background and References	
Tab VIII	Attachment G – Proposed Staff Resume(s)	
Tab IX	Other Informational Material	
<b>Part II – Cost Proposal Submission Requirements</b>		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment I - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
<b>Part III – Confidential Information Submission Requirements</b>		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Confidential Technical Information	
Tab III	Confidential Financial Information	
<b>CDs Required</b>		
One (1)	Master CD with the technical and cost proposal contents only	
One (1)	Public Records CD with the technical and cost proposal public record contents only	
<b>Reference Questionnaire Reminders</b>		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A completed, if applicable)		



## ATTACHMENT A – 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” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal 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 vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in a separate binder marked “**Part III - Confidential Information**”.

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will 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 will be in an open meeting format, the proposals will 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 will constitute a complete waiver and all submitted information will 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.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in **Section 2 “ACRONYMS/DEFINITIONS.”**

*Please initial the appropriate response in the boxes below and provide the justification for confidential status.*

Part III – Confidential Technical Information			
YES		NO	
<b>Justification for Confidential Status</b>			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO	

Part III – Confidential Financial Information			
YES		NO	
<b>Justification for Confidential Status</b>			

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

<b>This document must be submitted in Tab IV of vendor’s technical proposal</b>
---

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE  
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES \_\_\_\_\_ I agree to comply with the terms and conditions specified in this RFP.

NO \_\_\_\_\_ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

*Vendors MUST use the following format.* Attach additional sheets if necessary.

**EXCEPTION SUMMARY FORM**

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

**ASSUMPTION SUMMARY FORM**

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor's technical proposal

## ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will 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, will 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, will 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 must 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 must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must 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 should 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 will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will 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 handicap.
- (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 will 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 must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

---

Vendor Company Name

---

Vendor Signature

---

Print Name

---

Date

<b>This document must be submitted in Tab IV of vendor's technical proposal</b>
---

## ATTACHMENT D – CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal.

If exceptions and/or assumptions require a change to the Contract Form, vendors **must** provide the specific language that is being proposed on **Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP**.

**Please pay particular attention to the insurance requirements, as specified in Paragraph 16 of the embedded contract and Attachment E, Insurance Schedule.**

### 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:

- 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 (anticipated to be Date )

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:	STATE SOLICITATION OR RFP # and AMENDMENTS #
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	CONTRACTOR'S RESPONSE

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

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

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

Total Contract or installments payable at:	
--	--

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

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

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
9. **INSPECTION & AUDIT.**
  - A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
  - B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
  - C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **CONTRACT TERMINATION.**
  - A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
  - B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
  - C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of

the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:

- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

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

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

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

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



Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

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

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

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

- B. General Requirements.



- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) Policy Cancellation: Except for ten (10) days' notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
  - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
  - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

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

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

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

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

additional to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract (“State Materials”) shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a “trade secret” or “confidential” in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
  - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. Contractor and 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                      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

\_\_\_\_\_  
Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: \_\_\_\_\_  
Date

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General

On: \_\_\_\_\_  
Date

## ATTACHMENT E – INSURANCE SCHEDULE FOR RFP ES-19-02

The following Insurance Schedule is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in the Insurance Schedule, as this is the standard insurance schedule used by the State for all services of independent contractors.

If exceptions and/or assumptions require a change to the Insurance Schedule, vendors **must** provide the specific language that is being proposed on **Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP**.



## ATTACHMENT F – REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

<b>INSTRUCTIONS TO PROPOSING VENDOR</b>	
1.	Proposing vendor or vendor's proposed subcontractor <b>MUST</b> complete Part A of the Reference Questionnaire.
2.	Proposing vendor <b>MUST</b> send the following Reference Questionnaire to <b>EACH</b> business reference listed for completion of Part B, Part C and Part D.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:  <div style="text-align: center;">           State of Nevada, Colorado River Commission of Nevada            Subject:       <b><i>RFP ES-19-02</i></b>            Attention:     <b><i>Robert D. Reese</i></b>            Email:         breese@crc.nv.gov            Fax:            702-856-3617         </div> Please reference the RFP number in the subject line of the email or on the fax.
4.	The completed Reference Questionnaire <b>MUST</b> be received no later than 4:30 PM PT 12/09/2019.
5.	Business references are <b>NOT</b> to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.



Reference  
Questionnaire.doc

*To open the document, double click on the icon.*

## ATTACHMENT G – PROPOSED STAFF RESUME

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff using the State format.



Proposed Staff  
Resume.doc

*To open the document, double click on the icon.*

**ATTACHMENT H – STATE OF NEVADA REGISTRATION SUBSTITUTE IRS FORM W-9**

The completed form must be included in *Tab II, Financial Information and Documentation* of the *Part III – Confidential Financial Information* proposal submittal.



KTLVEN-05  
Registration.doc

*To open the document, double click on the icon.*

*If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at [srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*



## ATTACHMENT I – COST SCHEDULE



Cost Schedule  
Attachment CC.pdf

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at [srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.

**ATTACHMENT J - COST PROPOSAL CERTIFICATION OF COMPLIANCE  
TERMS AND CONDITIONS OF RFP ES-19-02**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES \_\_\_\_\_ I agree to comply with the terms and conditions specified in this RFP.

NO \_\_\_\_\_ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations. **Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

*Vendors MUST use the following format.* Attach additional sheets if necessary.

**EXCEPTION SUMMARY FORM**

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

**ASSUMPTION SUMMARY FORM**

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

**This document must be submitted in Tab III of vendor's cost proposal.  
This form MUST NOT be included in the technical proposal.**

PROPOSAL FOR  
**ENGINEERING SERVICES**  
**PART I - TECHNICAL PROPOSAL**  
MASTER

SUBMITTED TO  
**STATE OF NEVADA**  
**COLORADO RIVER COMMISSION OF NEVADA**  
RFP# **ES-19-02**

**DECEMBER 9, 2019**



December 6, 2019

Mr. Robert Reese  
State of Nevada, Colorado River Commission of Nevada  
555 E. Washington Avenue, Suite 3100  
Las Vegas, NV 89101-1065

RE: RFP ES-19-02 for Engineering Services

Dear Mr. Reese,

Thank you for the opportunity to provide the State of Nevada with our Proposal to provide engineering services to the Colorado River Commission. Burns & McDonnell has a long history of successfully completing large and complex projects for the power industry, including projects for the Colorado River Commission. We are currently ranked by *Engineering News-Record* magazine as the nation's #1 Transmission & Distribution design firm and our project resume includes work for some of the largest utility and energy corporations in North America. We were proud to be recognized in 2019 by *FORTUNE* magazine as one of the "Best Workplaces in Consulting & Professional Services." As a recognized industry leader in providing engineering design and construction services, we work hard every day to achieve our mission of "making our clients successful." For the seventh year in a row, Burns & McDonnell was awarded the Premier Award for Client Satisfaction by *PSMJ* (the *Professional Services Management Journal*), the leading publisher, trainer and consultancy to the A/E/C industry.

We look forward to the opportunity to demonstrate our commitment to excellence to the State of Nevada.

Please feel free to contact me at (816) 822-3982 or Adam Roth, project manager, at (816) 995-9221 if you have any questions. We appreciate your consideration and look forward to working with the State of Nevada.

Sincerely,

A handwritten signature in blue ink that reads "Kenneth Gerling".

Kenneth Gerling  
Vice President


A handwritten signature in black ink that reads "Adam Roth".

Adam Roth  
Project Manager

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<b>CDs</b>	
One (1)	Master CD with the technical and cost proposal contents and confidential financial content
One (1)	Public Records CD with the technical and cost proposal contents only

## Vendor Information Sheet

V1	Company Name	Burns & McDonnell Engineering Co., Inc.		
V2	Street Address	9400 Ward Parkway		
V3	City, State, ZIP	Kansas City, MO 64114		
V4	Telephone Number			
	Area Code: 816	Number: 333-9400		Extension:
V5	Facsimile Number			
	Area Code: 816	Number: 822-4386		Extension:
V6	Toll Free Number			
	Area Code:	Number:		Extension:
V7	<b><i>Contact Person for Questions / Contract Negotiations, including address if different than above</i></b>			
	Name: Kenneth Gerling			
	Title: Vice President Transmission & Distribution			
	Address: 9400 Ward Parkway, Kansas City, MO 64114			
	Email Address: kgerlin@burnsmcd.com			
V8	Telephone Number for Contact Person			
	Area Code: 816	Number: 822-3982		Extension:
V9	Facsimile Number for Contact Person			
	Area Code: 816	Number: 822-4386		Extension:
V10	<b><i>Name of Individual Authorized to Bind the Organization</i></b>			
	Name: Kenneth Gerling		Title: Vice President	
V11	Signature ( <b><i>Individual must be legally authorized to bind the vendor per NRS 333.337</i></b> )			
	Signature: 			Date: 12-6-19

**ATTACHMENT A – 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” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal 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 vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in a separate binder marked “**Part III - Confidential Information**”.

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will 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 will be in an open meeting format, the proposals will 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 will constitute a complete waiver and all submitted information will 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.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in *Section 2 “ACRONYMS/DEFINITIONS.”*

*Please initial the appropriate response in the boxes below and provide the justification for confidential status.*

Part III – Confidential Technical Information			
YES		NO	<i>KG</i>
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES	<i>KG</i>	NO	

Part III – Confidential Financial Information			
YES	<i>KG</i>	NO	
Justification for Confidential Status			
<i>Burns &amp; McDonnell is a privately held company -- confidential financial statement is included.</i>			

*Burns & McDonnell Engineering Co., Inc.*

Company Name

*Kenneth Gerling*

Signature

*Kenneth Gerling*

Print Name

*12/6/2019*

Date

**This document must be submitted in Tab IV of vendor’s technical proposal**

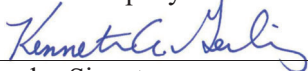
## ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will 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, will 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, will 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 must 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 must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must 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 should 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 will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will 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 handicap.
- (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 will 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 must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Burns & McDonnell Engineering Co., Inc.

Vendor Company Name



Vendor Signature

Kenneth Gerling

12/6/19

Print Name

Date

**This document must be submitted in Tab IV of vendor's technical proposal**





**STATE OF NEVADA  
BOARD OF PROFESSIONAL ENGINEERS AND LAND  
SURVEYORS**

**CERTIFICATE OF REGISTRATION**

**BURNS & MCDONNELL ENGINEERING COMPANY, INC.**

**IS HEREBY REGISTERED TO OFFER PROFESSIONAL  
ENGINEERING SERVICES  
IN THE STATE OF NEVADA**

**January 01, 2019  
Date Of Registration**

**December 31, 2019  
Expiration Date**

**Executive Director**

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE  
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES \_\_\_\_\_ I agree to comply with the terms and conditions specified in this RFP.

NO   X   \_\_\_\_\_ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

***Burns & McDonnell Engineering Co., Inc.***

Company Name

*Kenneth Gerling*

Signature

***Kenneth Gerling***

Print Name

***12/6/2019***

Date

***Vendors MUST use the following format.*** Attach additional sheets if necessary.

**EXCEPTION SUMMARY FORM**

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
1	<i>Attachment D</i>	<i>Page 2 of 9 in Contract</i>	<i>Section 2.C - Please revise the definition of "Contractor" to be only a person or entity that performs services, as this RFP is not for the provision of goods. We also request that the word "goods" be stricken in all instances throughout the contract. Burns &amp; McDonnell will only perform professional services, as shall be set forth in each scope of Services performed under this Contract.</i>
2	<i>Attachment D</i>	<i>Page 3 of 9 in Contract</i>	<i>Section 9.B - Due to the proprietary nature of our company's books and records as they relate to clients other</i>

			<i>than the State and certain internal financial information, we request the following edits to this “Inspection &amp; Audit” section: Inspections may be made upon reasonable advance written notice by the State; there will be only inspections and no copying records; and inspection/audit rights will not apply to any agreed-upon fixed rates or percentage multipliers, or any rates, charges, costs, hours worked, or expenses related to services performed on a lump sum or fixed price basis.</i>
3	<i>Attachment D</i>	<i>Page 3 of 9 in Contract</i>	<i>Section 9.C - Because this contract is intended to be a master agreement that may govern multiple projects, we would like a clarification here that the “Period of Retention ” of records for a specific project will relate to the payment, completion, or termination of the purchase order for that project.</i>
4	<i>Attachment D</i>	<i>Page 3 of 9 in Contract</i>	<i>Section 10.A - Burns &amp; McDonnell agrees to use reasonable efforts to minimize cost to the State and should be compensated for such reasonable efforts and properly completed services up to termination.</i>
5	<i>Attachment D</i>	<i>Page 3 of 9 in Contract</i>	<i>Section 10.B - Whether it is appropriately addressed here or in Section 6 on Compensation, Burns &amp; McDonnell requests inclusion of language that the State will provide Contractor with evidence of funding before issuing any purchase orders or change orders, and that Contractor is not obligated to proceed with any services until it receives such evidence.</i>
6	<i>Attachment D</i>	<i>Page 5 of 9 in Contract</i>	<i>Section 12 - Regarding the “Limited Liability” terms, Burns &amp; McDonnell requests a limit of liability for any and all claims and damages to an amount not to exceed the compensation received under the applicable purchase order. Burns &amp; McDonnell requests addition of the words “consequential, special, or indirect” after the word “punitive” in the second line. We also request adding "such as, but not limited to, delay, disruption, loss of</i>

			<p>product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment, systems or power. " after the word damages in the second line. We also request addition of the words "to third parties" after "liability" in the last line.</p>
7	<i>Attachment D</i>	<i>Page 5 of 9 in Contract</i>	<p><i>Section 13 - Burns &amp; McDonnell would like to add that Contractor has a right to request a change order for schedules and/or costs affected by a Force Majeure event. "Contractor may request a change order if its scope or schedule is materially affected by a Force Majeure event."</i></p>
8	<i>Attachment D</i>	<i>Page 5 of 9 in Contract</i>	<p><i>Section 14 - Burns &amp; McDonnell requests edits to these "Indemnification" terms which are appropriate to the provision of professional services. Conceptually, Contractor will indemnify the State for damages which arise out of third-party claims to the extent caused by Contractor's negligent acts or omissions.</i></p>
9	<i>Attachment D</i>	<i>Page 6 of 9 in Contract</i>	<p><i>Section 16 - Burns &amp; McDonnell requests a mutual waiver of subrogation with regard to property insurance be included in the agreement. Further, to avoid contradicting language we request comments on Attachment E - Insurance exhibit be used, and Section 16 be removed or reference Attachment E.</i></p>
10	<i>Attachment D</i>	<i>Page 7 of 9 in Contract</i>	<p><i>Section 21 - Burns &amp; McDonnell proposes the following language "Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, or any other documents or drawings, first prepared and delivered by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the property of the State upon the</i></p>

			<p><i>State's payment in full therefore under the terms of the Contract, and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any pre-existing intellectual property of Contractor or its subcontractors, or in intellectual property utilized or modified in the performance of the Services, which shall remain the property of Contractor. Contractor hereby grants to the State an irrevocable (except in the event of a breach of this license), non-exclusive, royalty-free license to utilize Contractor's proprietary property provided to the State as part of the Services to the extent necessary for the relevant project. The State shall not acquire any rights to any of Contractor's or its subcontractors' proprietary computer software that may be used in connection with the Services except as expressly provided in the scope of Services or as may be separately agreed, The instruments of service prepared under this Contract are not intended or represented to be suitable for reuse on extensions of the project for which they were created or on any other project. Any such reuse without prior written approval, and verification or adaptation, by Contractor for the specific purpose intended will be at the State's sole risk and without liability or legal exposure to Contractor.</i></p>
11	<i>Attachment D</i>	<i>Page 7 of 9 in Contract</i>	<i>Section 23 - Burns &amp; McDonnell requests typical exclusions to the Confidentiality provisions, including its discovery of confidential information from a third party with no</i>

			<i>confidentiality obligations, such information already being in the public domain, and our right to respond to subpoenas or court orders (upon notice to the State so it can seek a protective order).</i>
12	<i>Attachment D</i>	<i>Page 8 of 9 in Contract</i>	<i>Section 26 - As appropriate to provision of professional services (vs. provision of goods or construction), Burns &amp; McDonnell can only warrant that its services and deliverables will be in accordance with the current engineering standard of care and the contract documents/specifications. We must disclaim all other express or implied warranties, including merchantability and fitness for a particular purpose. Further, we will agree to re-perform our services which fail to meet this standard of care if we are notified of such defect within one year of completion of the services. Such reperformance shall be our sole obligation and the State's sole and exclusive remedy for defective services.</i>
13	<i>Attachment E</i>	<i>Page 1 of 3 in Insurance Schedule</i>	<i>Burns &amp; McDonnell can require subs to maintain insurance, we cannot purchase on their behalf or agree to maintain the insurance on their behalf.</i>
14	<i>Attachment E</i>	<i>Page 1 of 3 in Insurance Schedule</i>	<i>Burns &amp; McDonnell can agree to maintain insurance for 1 year after the completion of services. Since this agreement is for professional services there will not be a warranty period.</i>
15	<i>Attachment E</i>	<i>Page 1 of 3 in Insurance Schedule</i>	<i>Burns &amp; McDonnell will provide the limits of insurance specifically stated in the contract, and not as "minimum" or "not less than". Burns &amp; McDonnell cannot agree to provide insurance up to the full limits of liability purchased.</i>
16	<i>Attachment E</i>	<i>Page 1 of 3 in Insurance Schedule</i>	<i>Burns &amp; McDonnell cannot tie the insurance to the indemnity. There may be things we agree to indemnify for that are not covered by the insurance.</i>
17	<i>Attachment E</i>	<i>Page 1 of 3 in Insurance Schedule</i>	<i>Section A.1.a and A.2.a -Burns &amp; McDonnell uses a blanket additional insured form on the Commercial General Liability and Automobile Liability policies, therefore, the State</i>

			<i>will not be named but rather included as an additional insured.</i>
18	<i>Attachment E</i>	<i>Page 1 of 3 in Insurance Schedule</i>	<i>Section A.1.a and A.2.a - Burns &amp; McDonnell requests changing the words "arising out of" to "caused by" after the words "with respect to liability" in the third lines. Arising out of stems from an additional insured form that is no longer available.</i>
19	<i>Attachment E</i>	<i>Page 2 of 3 in Insurance Schedule</i>	<i>Burns &amp; McDonnell will provide Professional Liability insurance that covers its professional negligence.</i>
20	<i>Attachment E</i>	<i>Page 2 of 3 in Insurance Schedule</i>	<i>Section A.4.a - Burns &amp; McDonnell can agree that our retroactive date is prior to the commencement of services but warrant is not appropriate in this situation.</i>
21	<i>Attachment E</i>	<i>Page 2 of 3 in Insurance Schedule</i>	<i>Section A.4.b - Burns &amp; McDonnell cannot provide a waiver of subrogation under the Professional Liability policy.</i>
22	<i>Attachment E</i>	<i>Page 2 of 3 in Insurance Schedule</i>	<i>Section B.2 - Only policies where additional insured coverage is provided can also be primary and non-contributory.</i>
23	<i>Attachment E</i>	<i>Page 2 of 3 in Insurance Schedule</i>	<i>Section E - Burns &amp; McDonnell requires the last sentence "The State reserves the right to require complete, certified, copies of all insurance policies required by this Contract at any time." to be stricken. We cannot agree to provide copies of policies as our policies are considered confidential and proprietary.</i>
24	<i>RFP ES-19-02</i>	<i>Page 10 of 51</i>	<i>Section 4.1.11 - Burns &amp; McDonnell is a private, 100-percent employee-owned firm. As such, financial statements are not made public and are considered confidential trade secret information. We can provide the requested balance sheet information on the condition that it will be held in strict confidence within your organization and shared only with personnel within your organization on a need-to-know basis. The release of additional financial information (income statement, etc.) will require the execution of a financial specific non-disclosure agreement"</i>



**ASSUMPTION SUMMARY FORM**

<b>ASSUMPTION #</b>	<b>RFP SECTION NUMBER</b>	<b>RFP PAGE NUMBER</b>	<b>ASSUMPTION (Complete detail regarding assumptions must be identified)</b>

**This document must be submitted in Tab V of vendor's technical proposal**



## TAB VI - SCOPE OF WORK

### 3.1 SERVICES TO BE PERFORMED

The services to be performed by the vendor consist of engineering, drafting, and analysis, as may be required from time to time, for (1) the routine operation and maintenance of a high voltage transmission and distribution system, or (2) the upgrade, repair or extension of a high voltage transmission and distribution system. Categories indicating the types of services that may be requested of the vendor are as follows:

3.1.1 Preparation of fault duty studies, relay coordination studies, load flow studies and other similar type system studies needed to effectively monitor and control the electric system;

3.1.2 Analysis of fault data and relay target data to identify the causes of various relay operations;

3.1.3 Preparation of right-of-way encroachment analysis, including phase-to-phase clearance requirements from planned third party transmission lines;

3.1.4 Preparation of transmission structure re-location designs;

3.1.5 Preparation of designs and specifications for replacement, repair, modification, upgrade or extension projects;

3.1.6 Preparation of spill prevention and counter control plans for substation oil containing equipment;

3.1.7 Preparation of standard operating procedures, preventative maintenance programs, site security reviews and emergency response plans;

3.1.8 Supervisory and data acquisition control system programming; and

3.1.9 Communication system planning and analysis, including preparation of microwave signal interference studies.

The Commission shall authorize the work of the vendor by individual tasks on an as-needed basis. The Commission may utilize the services of the vendor on all, some or none of the various categories of work listed herein.

***Burns & McDonnell is experienced and capable of performing all services identified above (Sections 3.1.1 through 3.1.9). Please refer to Section 4.1.9 for company background/history.***

## TAB VII - COMPANY BACKGROUND AND REFERENCES

**PRIMARY VENDOR INFORMATION 4.1.1** Vendors must provide a company profile in the table format below.

<b>Question</b>	<b>Response</b>
Company name:	<i>Burns &amp; McDonnell Engineering Co., Inc.</i>
Ownership (sole proprietor, partnership, etc.):	<i>Employee-Owned</i>
State of incorporation:	<i>Missouri</i>
Date of incorporation:	<i>Sept. 1, 1970</i>
# of years in business:	<i>121</i>
List of top officers:	<i>Ray Kowalik, Chairman and CEO Paul Fischer, President, Regional Office Group John Olander, Chief Operating Officer, President Transmission &amp; Distribution Denny Scott, Chief Financial Officer David Yeamans, President, Aviation &amp; Federal Randy Griffin, President Construction/Design-Build Bob Reymond, President, Oil, Gas &amp; Chemical</i>
Location of company headquarters:	<i>9400 Ward Parkway, Kansas City, MO 64114</i>
Location(s) of the company offices:	<i>USA: Kansas City, MO; Atlanta, GA; Chicago, IL; Dallas-Fort Worth, TX; Denver, CO; Houston, TX; Mid Atlantic; Minneapolis-St. Paul, MN; New England; Phoenix, AZ; St. Louis, MO; Southern California International: Canada, India, Mexico, UK</i>
Location(s) of the office that will provide the services described in this RFP:	<i>World Headquarters 9400 Ward Parkway, Kansas City, MO 64114</i>
Number of employees locally with the expertise to support the requirements identified in this RFP:	<i>Burns &amp; McDonnell will support Colorado River Commission project work as we have done in the past; which has been from our world headquarters located in Kansas City, MO (Refer to number of employees below). Assigned staff will be available for travel as required. This approach has been very successful for all previous projects with the Colorado River Commission.</i>
Number of employees nationally with the expertise to support the requirements in this RFP:	<i>Burns &amp; McDonnell is a nationally recognized leader in infrastructure design and construction including T&amp;D engineering, procurement, and construction,</i>

	<i>environmental, right-of-way services, project management, EPC services and program management. With over \$1 billion in bonding capacity, Burns &amp; McDonnell has more than 1800 personnel supporting the largest T&amp;D projects in the country. This includes project managers, engineers, and detailers. In addition, the firm has construction managers, procurement, project controls, site superintendents, inspectors, safety personnel, routing, permitting, right-of-way, and system studies to help support T&amp;D's largest projects.</i>
Location(s) from which employees will be assigned for this project:	<i>World Headquarters, 9400 Ward Parkway, Kansas City, MO 64114</i>

- 4.1.1 **Please be advised**, pursuant to NRS §80.010, incorporated companies must 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.
- 4.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>. Vendors must provide the following:

<b>Question</b>	<b>Response</b>
Nevada Business License Number:	<i>NV19781006834</i>
Legal Entity Name:	<i>Burns &amp; McDonnell Engineering Co., Inc.</i>

- 4.1.3 Is "Legal Entity Name" the same name as vendor is doing business as?

Yes	<b>X</b>	No	
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If "No," provide explanation.

- 4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.  
*Acknowledged*
- 4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes	<i>X</i>	No	
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If “Yes,” complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

<b>Question</b>	<b>Response</b>
Name of State agency:	<i>Colorado River Commission of Nevada</i>
State agency contact name:	<i>Mr. Robert Reese</i>
Dates when services were performed:	<i>2015 - 2019</i>
Type of duties performed:	<i>Various Electrical Substation and Transmission Engineering Projects</i>
Total dollar value of the contract:	<i>\$1,971,722</i>

- 4.1.6 Are you or any of your employees now or have been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	<i>X</i>
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If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

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 will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

- 4.1.7 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. 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 must also be disclosed.

Does any of the above apply to your company?

Yes		No	<i>X</i>
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

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:		

- 4.1.8 Vendors must review the insurance requirements specified in *Attachment E, Insurance Schedule for RFP ES-19-02*. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in *Attachment E*.

Yes	X	No	
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Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverages as specified in *Attachment E, Insurance Schedule for RFP ES-19-02*.

- 4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP.

**INTRODUCTION**

*Burns & McDonnell has a long history of successfully completing large and complex high-voltage transmission and substation projects for the power industry. This long and successful history includes many projects for the Colorado River Commission of Nevada. Burns & McDonnell has successfully provided the engineering designs for a significant portion of CRC's existing high voltage transmission and distribution system; as such, we are extremely familiar with most CRC substations, transmission and distribution lines, and very knowledgeable about CRC engineering and construction specifications. Engineering News-Record magazine currently ranks us as one of the top A&E firms in the Transmission & Distribution industry and our project resume*

*includes work for some of the largest utility and energy corporations in North America. We are proud to be recognized in 2019 by FORTUNE magazine as one of America's "Top 100 Companies to Work For." As a recognized industry leader in providing engineering design and construction services, we work hard every day to achieve our mission of "making our clients successful." Burns & McDonnell has a long, impressive history of providing responsive, high-quality power delivery and communication design and construction services to clients worldwide. Our primary goal for the past 100 years has been to satisfy our clients by giving them the best, most cost-effective professional service in the world, and our vision for the future is no different: Satisfied clients for another one hundred years.*

#### ***A LEADER IN MEETING TODAY'S CHALLENGES***

*Burns & McDonnell has performed engineering services for hundreds of clients on a wide variety of transmission, distribution, substation, and communication related projects. Our project management, design and construction management experience ranges from fiber optic networks in cities to complex international transmission projects. Meeting the challenge of diverse project scopes requires Burns & McDonnell engineers to understand the planning and design of overhead and underground systems, substations and communications/SCADA systems from the earliest siting meetings through the final phases of construction and energized testing. Burns & McDonnell meets project challenges and exceeds customer expectations with years of experience and a creative, team-oriented approach to design. We have successfully applied our proven approach to project design, construction and management for a diverse group of clients and projects around the world, from remote, hostile deserts and dense rain forests to rural America and crowded city streets.*

#### ***QUALITY ENGINEERING: PART OF THE CULTURE***

*Quality service to our clients has always been an important part of the corporate culture at Burns & McDonnell, and quality services begin with quality people. We recruit highly motivated, talented engineers and support staff. More importantly, we provide the necessary training and professional development to allow each employee-owner to become skilled and productive members of the Burns & McDonnell team. Each Burns & McDonnell designer has field and construction management experience. Our senior engineers strive to develop experience in special design disciplines and often are involved in IEEE or ASCE working groups or committees as participants, presenters or committee chairs. Equipped with valuable field and design experience, Burns & McDonnell's project team transforms state-of-the-art design concepts into practical field solutions. Burns & McDonnell meets the challenges of the project and saves your company time and money.*

#### ***RESPONSIVE SERVICE WITH EMPLOYEE OWNERSHIP***

*As an integral part of a 100 percent employee-owned firm, each Burns & McDonnell employee has a very personal stake in the success of every project. Employee ownership reinforces our belief that hard work, professionalism and dedication to excellence are the keys to our success. Burns & McDonnell is*



*committed to providing your company with the extra degree of personal attention and customer service that you would expect from the owner of any business.*

#### **FORMULA FOR CLIENT SUCCESS**

*At Burns & McDonnell our proven approach to projects, our industry experience and our talented employee-owners add measurable value to our client's projects, contributing to successful projects that are completed on time and within budget. Our full-service, team-oriented structure allows us to offer your company specific solutions for large or small projects. Building upon our strengths in transmission and distribution, substations, communications, civil/structural, system studies, design/build and RCM services, Burns & McDonnell can deliver responsive, high-quality professional service to your company. With our services, your company will successfully meet the challenges faced in today's increasingly competitive power markets.*

#### **SAFETY IS OUR TOP PRIORITY**

*For us, safety is not a slogan, it is the highest priority. It is a value ingrained in our corporate culture. Our Corporate Safety & Health Program is integrated with our project process and requires pre-planning work activities to support implementation of safe work measures.*

*Every project at Burns & McDonnell operates with the safety philosophy that zero recordable incidents can be accomplished with proper planning, resources and follow-through. Our project safety records demonstrate the success of this approach. Burns & McDonnell's Days Away, Restricted or Transferred (DART) and Total Recordable Injury Rate (TRIR) safety statistics are considerably better than industry standards set by the Construction Industry Institute and the Bureau of Labor Statistics. Although it is not an OSHA requirement, Burns & McDonnell is one of the few firms to include subcontractors in our safety statistics. We choose to do this because our safety commitment goes beyond reporting the numbers. It is our intrinsic expectation that everyone working on a project goes home safely to their families every night — our people as well as those who work with our partners.*

*Burns & McDonnell's safety record puts us in the top 5% of all contractors nationwide. However, we are determined not to rest upon past successes, but to use those successes as a foundation for continual improvement in making our clients and our projects successful.*

#### **SUBSTATION**

*Burns & McDonnell's substation projects include large and complex generating plant switchyards, transmission/distribution substations, line terminal or equipment additions, and upgrades to existing substations in locations all across the United States. Designs have included single bus, main and transfer arrangements, ring bus arrangements, breaker-and-a-half and double breaker arrangements. Our staff are specialists in substation design with most having extensive experience in substation and utility construction. Our engineers attend training courses in-house and at industry meetings to*

*maintain their skills and to keep abreast of current technologies and advancements for systems up to 765-kV.*

*Burns & McDonnell can perform engineering for your company on a wide variety of substation and bulk power delivery related projects. Our system planning, project management, design, program management and construction management experience ranges from 4.16-kV through 765-kV on simple retrofit projects to large, complex projects. Project scopes vary widely and require Burns & McDonnell engineers to understand system design and the detailed substation design from the conceptual phase to final construction and energized testing. In addition, we have specialists in geotechnical engineering, site grading, steel structure design, foundations, oil containment systems, permits and regulations, transformers, reactors/capacitors, power circuit breakers, relays and controls, communications, SCADA, substation automation, switchgear, bus design, grounding analysis, control buildings, standby engine generators, and system studies.*

*Services are provided from the initial conceptual stages of a project, through the construction and energization of the substation. Our engineers have the expertise to provide preliminary designs, equipment parameters, and estimates necessary to evaluate the viability of a project. Our experience with project administration provides for a smooth continuum of activities necessary for the execution of a project through the conceptual, design, bid and construction phases.*

*Burns & McDonnell has developed an extensive library of advanced design and management tools to keep all of our substation projects moving in the right direction, from planning and design to implementation, on time and on budget. These tools include project-tested design procedures, standard details and specifications, and cutting-edge computer programs.*

#### **TRANSMISSION**

*Burns & McDonnell performs engineering services for dozens of clients on a wide variety of overhead and underground transmission related projects. Our project management, design, and construction management experience ranges from 69-kV through 500-kV on simple structure relocation projects to large, complex international projects. Project scopes vary widely and require Burns & McDonnell engineers to understand overhead and underground transmission line design from the earliest siting and public involvement through the final phases of line construction and energized testing. Our years of experience include every type of wood, steel and concrete structure design, solid dielectric and HPFF underground design, lightning analysis to improve system reliability, conductor selection studies, turnkey construction, and structure spotting methods that balance cost with customer sensitivity and the environment. Burns & McDonnell's creative, team-oriented approach to design enables our engineers to meet project challenges and exceed your company expectations. In addition, Burns & McDonnell engineers perform transmission upgrade and feasibility studies, power delivery asset evaluation*



*studies and system operational policy studies. Burns & McDonnell has successfully applied our proven project approach for governments, investor owned utilities, municipals, and cooperatives from remote deserts and mountains to crowded urban streets. Each senior engineer strives to develop special expertise in several areas of transmission design and many times is involved in IEEE or ASCE working groups or committees as a participant, presenter, or committee chairman. This valuable field, design, and industry experience enables the Burns & McDonnell project team to transform state-of-the-art design concepts into practical field solutions meeting the challenges of the project and saving your company time and money.*

*Burns & McDonnell has broad experience with a wide variety of computer programs, design procedures and standard details that provides your company with high-quality, cost-effective engineering services. Burns & McDonnell engineers use and have written several specialized software applications for transmission line design and project management. Design programs calculate complex structural or electrical relationships to determine galloping ellipses, sag and tension (SAG10), structure spotting (PLSCADD), foundation and structural loads, anchor design, wood pole and lattice tower analysis, insulator swing, EMF, corona, audible noise, line losses and more. For EPRI members, Burns & McDonnell engineers can use TL Workstation.*

*Burns & McDonnell has a complete set of transmission specifications for procuring materials and for constructing transmission lines. The specifications have proven successful on many projects but remain flexible and are adaptable to the needs and special circumstances of your company. Specifications address general requirements, right-of-way, foundations, structures, grounding, insulators and hardware, conductors, OHGW/OPGW, and signage.*

#### **DISTRIBUTION**

*Burns & McDonnell provides a full range of services to support electric utilities in the planning, analysis, design and construction of their distribution systems. We tailor our approach to meet each project's specific requirements and to meet each client's unique needs. With this flexibility, we can provide a full range of planning services if warranted by the project. In addition, we can help your company develop their own planning capabilities through in-house consultation and staff training in computer modeling techniques and computer-aided design and drafting to maximize efficiency and accuracy.*

#### **TELECOMMUNICATIONS**

*Burns & McDonnell offers a full range of telecommunications engineering services. Our knowledge of telecommunications in combination with our electric utility experience makes us uniquely qualified to provide the service and expertise not found in most traditional telecommunications consultants. Our telecommunications services include feasibility studies, business planning and complete system design, including turnkey. Our staff has extensive expertise in all forms of telecommunications technology, including fiber optics, analog and digital microwave radio, broadband systems, land mobile radio, and*

*telephony. Our clients include municipal utilities, investor owned utilities, rural electric cooperatives, industrial companies, and state and federal governments.*

#### ***ELECTRICAL SERVICES***

*Burns & McDonnell's experienced professionals provide electrical systems planning and design services to improve the safety and the reliability of electric power systems. The planning, design and operation of each power system requires comprehensive analyses that assess current performance as well as examine the effectiveness of alternatives for system improvement and expansion. The Electrical System Studies Department offers systems modeling, short circuit analysis, power flow analysis, harmonic analysis, reliability analysis, dynamic and transient analysis, motor starting/acceleration studies, protective device coordination and power factor correction. Our approach and experience provide value-added engineering services beyond traditional power systems analysis and design.*

#### ***CIVIL/STRUCTURAL***

*Burns & McDonnell's civil-structural department provides design support for the majority of our substation, transmission and distribution projects. Whether designing a control building elevated above grade, standardizing a client's equipment supports or routing underground cables through some of the most challenging conditions, our civil and structural engineers use teamwork and experience to provide practical, cost-effective solutions. Burns & McDonnell civil/structural engineers offer a diverse design background to your company for other services such as road design, drainage analysis, building design, geotechnical evaluations, underbridge support systems and underground civil permitting and design.*

- 4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

*Burns & McDonnell has been providing Transmission & Distribution engineering design services for over 100 years.*

## **4.2 SUBCONTRACTOR INFORMATION**

- 4.2.1 Does this proposal include the use of subcontractors?

Yes		No	X
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## **4.3 BUSINESS REFERENCES**

- 4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years. *Acknowledged*

- 4.3.2 Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

The “Company Name” must be the name of the proposing vendor or the vendor’s proposed subcontractor.

<b>Reference #:</b>	<i>01</i>		
<b>Company Name:</b>	<i>Colorado River Commission of Nevada</i>		
<b>Identify role company will have for this RFP project (Check appropriate role below):</b>			
<i>X</i>	<b>VENDOR</b>		<b>SUBCONTRACTOR</b>
<b>Project Name:</b>	<i>L3PS Power Delivery Project</i>		
<b>Primary Contact Information</b>			
<b>Name:</b>	<i>Mr. Robert Reese</i>		
<b>Street Address:</b>	<i>555 E. Washington Avenue, Suite 3100</i>		
<b>City, State, Zip</b>	<i>Las Vegas, NV 89101</i>		
<b>Phone, including area code:</b>	<i>(702) 856-3611</i>		
<b>Facsimile, including area code:</b>	<i>(702) 486-2695</i>		
<b>Email address:</b>	<i>breese@crc.nv.gov</i>		
<b>Alternate Contact Information</b>			
<b>Name:</b>			
<b>Street Address:</b>			
<b>City, State, Zip</b>			
<b>Phone, including area code:</b>			
<b>Facsimile, including area code:</b>			
<b>Email address:</b>			
<b>Project Information</b>			
<b>Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:</b>	<p><b>Various electrical substation and transmission/distribution design projects performed under Master Services Agreement.</b></p> <p><b>Projects included the Low Lake Level Pumping Station (L3PS) 69 kV Substation and 2.5 mile XLPE underground transmission line as well as upgrades to the IPS-1 Substation. The L3PS Project included substation design, underground transmission line route analysis, detailed cost analysis, and determining construction techniques.</b></p> <p><b>Extensive coordination was required with the governmental agencies – Colorado River Commission of Nevada (CRC) &amp; Southern Nevada Water Authority (SNWA) for review</b></p>		

	<b>of Procurement and Construction submittals.</b>
Original Project/Contract Start Date:	<i>June 2015</i>
Original Project/Contract End Date:	<i>June 2020</i>
Original Project/Contract Value:	<i>\$1,971,722.00</i>
Final Project/Contract Date:	<i>June 2020</i>
Was project/contract completed in time originally allotted, and if not, why not?	<i>Yes</i>
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	<i>Yes</i>

<b>Reference #:</b>	<i>02</i>		
<b>Company Name:</b>	<i>NV Energy</i>		
<b>Identify role company will have for this RFP project (Check appropriate role below):</b>			
<input checked="" type="checkbox"/>	<i>VENDOR</i>	<input type="checkbox"/>	<i>SUBCONTRACTOR</i>
Project Name:			
<b>Primary Contact Information</b>			
Name:	<i>John Lescenski</i>		
Street Address:	<i>6226 West Sahara Ave.</i>		
City, State, Zip	<i>Las Vegas, NV 89146</i>		
Phone, including area code:	<i>(702) 402-5000</i>		
Facsimile, including area code:			
Email address:	<i>JLescenski@nvenergy.com</i>		
<b>Alternate Contact Information</b>			
Name:			
Street Address:			
City, State, Zip			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
<b>Project Information</b>			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if	<i>NV Energy, Valmy Coal to Gas Conversion project</i>  <i>Provide engineering support to study the feasibility of converting the North Valmy Plant from a coal to 100% gas fired facility.</i>		

applicable:	
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Original Project/Contract Start Date:	<i>September 1<sup>st</sup>, 2019</i>
Original Project/Contract End Date:	<i>December 31, 2019</i>
Original Project/Contract Value:	<i>\$74,800, lump sum</i>
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	<i>Yes</i>
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	<i>Yes</i>

<b>Reference #:</b>	<i>03</i>		
<b>Company Name:</b>	<i>FirstEnergy</i>		
<i>Identify role company will have for this RFP project (Check appropriate role below):</i>			
<i>X</i>	<i>VENDOR</i>		<i>SUBCONTRACTOR</i>
Project Name:			
<b>Primary Contact Information</b>			
Name:	<i>Mr. Richard O'Callaghan</i>		
Street Address:	<i>76 S. Main Street</i>		
City, State, Zip	<i>Akron, OH 44308-1890</i>		
Phone, including area code:	<i>(330) 255-1679</i>		
Facsimile, including area code:	<i>(330) 384-2456</i>		
Email address:	<i>Ocallaghanr@firstenergy.com</i>		
<b>Alternate Contact Information</b>			
Name:			
Street Address:			
City, State, Zip			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
<b>Project Information</b>			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	<i>"Energizing The Future" Substation &amp; Transmission Line Program</i>  <i>Ohio, Pennsylvania, New Jersey, West Virginia, Maryland</i>  <i>Burns &amp; McDonnell has been retained by FirstEnergy to provide engineering,</i>		

	<p><i>procurement, construction, testing and commissioning and completion of the capital portfolio created for their Energizing the Future program. The program consists of Transmission and Substation projects ranging in voltage from 69-kV to 500-kV across 5 states with an approximate yearly spend of \$1B.</i></p> <p><i>This program is a collection of projects that vary widely in construction type and geography. The projects are located in urban, rural and mountainous settings, as well as in extremely tight areas, such as between roads and sidewalks of residential areas.</i></p>
Original Project/Contract Start Date:	<b>2014</b>
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	<b>Completion: 2018</b>
Was project/contract completed in time originally allotted, and if not, why not?	<b>Yes</b>
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	<b>Yes</b>

- 4.3.3 Vendors must also submit **Attachment F, Reference Questionnaire** to the business references that are identified in **Section 4.3.2. Acknowledged**
- 4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Colorado River Commission of Nevada. **Acknowledged**
- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Colorado River Commission of Nevada on or before the deadline as specified in **Section 8, RFP Timeline** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process. **Acknowledged**

4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance. *Acknowledged*



## **Burns & McDonnell Engineering Company, Inc.**

### **Corporate Environmental Management Program**

Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) places an emphasis on environmental protection on all projects we undertake. It is the goal of Burns & McDonnell to complete all phases of work to the utmost quality standards, while at the same time, minimizing impacts to the environment. Communication between Burns & McDonnell and other project personnel, including subcontractors and the Client, is vital in achieving the provisions set forth in this document. Outlined in the sections below are company-wide standards of care to be implemented whenever appropriate; this program should be used in connection with the Burns & McDonnell Corporate Safety and Health Program.

#### **SECTION 1 – ADHERENCE TO LAWS AND REGULATIONS**

1.1 The primary corporate goal of Burns & McDonnell is to make our clients successful. In order to do so, all applicable laws and regulations have to be followed at ALL times. Deviation from these mandates ultimately leads to project failures.

1.2 Burns & McDonnell, and any subcontractors under our direction, will conform to and follow all applicable Federal and State laws and regulations that may govern a particular site or project in relation to protection of employee-owner safety and health, pollution or protection of the public health and environment, and permitting. A plan for implementation of necessary and special work activities will be completed prior to commencement of the work.

#### **SECTION 2 – WASTE MANAGEMENT**

2.1 Waste management is of the utmost importance on all projects. All projects are required to adhere to the Corporate Waste Management Program as it pertains to that particular site. A site-specific waste management program may be necessary for projects with special requirements.

2.2 Burns & McDonnell will properly dispose of accumulated rubbish and waste materials, when necessary. Burns & McDonnell believes that the cleanliness and order of the project site is a reflection of the quality of work, and thus, strives to maintain a tidy work area at all times. At the completion of project activities, the project site will be restored to pre-project condition.

2.3 Burns & McDonnell, and any subcontractors under our direction, will not discharge oil, solvents, chemicals, or any other possible environmental contaminant in to unapproved repositories. Possible environmental contaminant repositories are to be assigned prior to project work commencing.

2.4 Mixing of RCRA exempt wastes with non-exempt waste is not allowed. All materials will be screened in the field prior to segregation using appropriate equipment and testing protocols.

2.5 Of primary focus is the use of available source reduction and recycling options in order to minimize waste overall. Recyclables will be identified prior to work activities that disturb areas or structures. These recyclables will be removed prior to any destructive activities that could render the materials less segregatable and/or less recyclable. Identified recyclables will be separated, stored, protected, and handled in a manner that maximizes recyclability. The necessary containers, bins, and storage areas, will be provided to facilitate effective waste management and will be clearly and appropriately identified.

### **SECTION 3 – SPILL PREVENTION**

3.1 A majority of spills that occur can be prevented by pro-active inspections and daily maintenance. It is the goal of every employee-owner at Burns & McDonnell to minimize the environmental impact of our projects on the environment.

3.2 Burns & McDonnell, and any subcontractors under our direction, will use equipment that is well maintained and free from any dripping leaks or other malfunctions. Equipment used on the project will be equipped with containment devices to minimize the occurrence of a release. All containment devices will be checked, and emptied if necessary, on a daily basis to circumvent a release. If a release should occur, a Release-Incident Form will be completed and submitted to the Project Manager for review as detailed in the Burns & McDonnell Spill Response and Reporting Program. Burns & McDonnell will report releases to the appropriate agency(s) or inform the owner of reporting requirements.

3.3 In the event of a release or spill, measures will be taken by Burns & McDonnell, and any subcontractors under our direction, to contain it. Possible containment measures are to include berming, absorbent pads, or drainage canals. Containment measures will not be made at the expense of personnel safety, but will be implemented as soon as the area is deemed safe by the Site Manager. As stated in Section 5.1, all releases require the completion and submission of a Release-Incident Form to the Project Manager.

3.4 If required, a Storm Water Pollution Prevention Plan (SWPPP) will be developed and implemented to identify all pollutant sources that may affect storm water discharges.

### **SECTION 4 – CONTAINER HANDLING AND LABELING**

4.1 All material safety data sheets (MSDSs) will accompany any materials that are brought on to a project site. It is the responsibility of the Site Manager to organize and store the MSDSs and make them available whenever necessary. The MSDSs will be arranged alphabetically by common chemical name.

4.2 Burns & McDonnell, and any subcontractors under our direction, will be careful not to deface or remove warning labels from containers of hazardous chemicals. The labels must remain on the containers and remain legible at all times. Any container found to be without a label shall be reported to the Site Manager, who will handle it accordingly.

4.3 Upon project completion, all empty containers are to be removed from the project site.

### **SECTION 5 – AIR EMISSIONS CONTROL AND MONITORING**

5.1 Burns & McDonnell, and any subcontractors under our direction, will always strive to maintain air quality and not unacceptably diminish the overall quality. This will be achieved through planning prior to project commencement, use of odor suppression or masking agents, use of dust suppression techniques, and perimeter air monitoring.

5.2 For larger projects where required, perimeter air monitoring will be conducted in accordance with a site-specific air monitoring plan and program, as necessary. The air monitoring plan

will be prepared and sealed by a Certified Industrial Hygienist. The plan will include a pre-project baseline monitoring program as well as an active site work monitoring program. The baseline monitoring period will be conducted for a one week period prior to commencing site project activities.

5.3 All equipment brought on to the project site will be properly maintained and operating satisfactorily. The equipment will be serviced regularly to operate within the manufacturer's specifications.

5.4 Burns & McDonnell, and any subcontractors under our direction, will comply with all applicable rules and regulations regarding permitting of portable equipment. A determination will be made regarding which pieces of equipment require permits and permits will be obtained before bringing the portable equipment on site.

## **SECTION 6 – CULTURAL RESOURCES**

6.1 Cultural resources are those that have historical relevance and significance. Also included in this section are those items of geologic significance. It is important to preserve these resources in their natural state so that they are available for the betterment and edification of future generations.

6.2 Burns & McDonnell, and any subcontractors under our direction, will strive to protect any items found at a site that are of historical or geologic significance. Items of this nature are not to be damaged or disturbed.

6.3 Upon observation or confirmation of a discovery, the Burns & McDonnell Site Manager shall immediately inform the Client or Project Stakeholders of the appearance of conflict between the work and a protected cultural resource. Work will not recommence until direction is received from the Client or Project Stakeholders.

6.4 If necessary, Burns & McDonnell will provide a qualified Archaeological Monitor (whom conforms to 36 CFR Part 61) to oversee the ground disturbance activities. At a minimum such monitoring will include recording and reporting of major historic features or artifact concentrations uncovered, and recovery and protection of all materials discovered, where practical and appropriate. When it becomes apparent from observed soil profiles that there is minimal potential for the occurrence of buried archaeological deposits (manmade fill above the original ground surface, etc.), the field monitor will consult Site Manager and Client to discuss discontinuation of monitoring within a specific area.

## **SECTION 7 – THREATENED AND ENDANGERED SPECIES**

7.1 Burns & McDonnell will preserve the natural resources within the project boundaries and outside the limits of permanent work. If natural resource areas are damaged, they will be restored to an equivalent or improved condition upon completion of work.

7.2 Burns & McDonnell will take all reasonable precautions to avoid disturbing fish and wildlife during project work. Likewise, Burns & McDonnell, and any subcontractors under our direction, will not alter water flows or otherwise significantly disturb native habitat adjacent to the project location deemed critical to the survival of fish and wildlife, except as indicated or specified.

7.3 If Burns & McDonnell identifies a bird requiring special consideration within the contract area that appears to be attempting to build a nest, utilizing a nest, or laying eggs, the Burns & McDonnell Site Manager will notify the Client or Project Stakeholders.

7.4 If disturbance to a potential nesting area requiring special consideration takes place during the nesting season, Burns & McDonnell upon request will provide a qualified biologist to survey the area within 72 hours of commencing work to determine if active nests are present. If nesting birds or eggs are encountered, the work will be phased as necessary to avoid disturbing the birds so the work can be completed within stated time scheduled and within the budget. Actions taken to remove the bird or the nest from the area which is being used, must be conducted, overseen, or authorized by a qualified biologist.

\* \* \* \* \*

**ATTACHMENT G  
PROPOSED STAFF RESUME**

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

<b>COMPANY NAME:</b>	<i>Burns &amp; McDonnell Engineering Co., Inc.</i>		
<input checked="" type="checkbox"/> <b>Contractor</b>	<b>Subcontractor</b>		
<b>Name:</b>	<i>Kenneth Gerling</i>		<input checked="" type="checkbox"/> <b>Key Personnel</b>
<b>Classification:</b>	<i>Vice President of Transmission Projects</i>	<b># of Years in Classification:</b>	<i>4</i>
<b>Brief Summary: of Experience:</b>	<i>Mr. Gerling serves Burns &amp; McDonnell as the Vice President of Transmission Projects. He has management and design experience in a variety of engineering areas including high-voltage underground electric transmission lines and high-voltage overhead electric transmission lines. He has managed project teams from 10-350 members consisting of engineers, environmental scientists, permitting specialists, right-of-way acquisition specialists, community relations specialists, technicians, drafters, construction inspectors, and subconsultants. Mr. Gerling has managed projects with capital costs ranging from \$4 million to \$1.9 billion in which he was responsible for staffing, planning, scoping, engineering, scheduling, estimating, budget tracking, cash flow analysis, rights-of-way acquisition, maintaining stakeholder relationships, development of request for proposals, evaluation of bid proposals, procurement, construction management, public involvement, geotechnical engineering, material testing, environmental compliance, and permitting.</i>		
<b># of Years with Firm:</b>	<i>28</i>		
<b>RELEVANT PROFESSIONAL EXPERIENCE</b>			
<b>Required Information:</b>	<i>2013- Present Burns &amp; McDonnell Company, Inc.</i>		
<b>MMYYYY to Present:</b>	<i>First Energy Corp.</i>		
<b>Vendor Name:</b>	<i>Mark Mroczynski, VP Construction &amp; Design Services</i>		
<b>Client Name:</b>	<i>76 South Main St.</i>		
<b>Client Contact Name:</b>	<i>Akron, OH 44308</i>		
<b>Client Address, Phone Number,</b>	<i>724-462-9718</i>		
<b>Email: Role in Contract/Project:</b>	<i>mmroczynski@firstenergycorp.com</i>		
<b>Details and Duration of Contract/Project:</b>	<i><u>Energizing the Future Program</u> Program manager for \$4.2 Billion in projects. The Energizing the Future portfolio comprises several hundred projects planned by FirstEnergy Corp., a client and partner of Burns &amp; McDonnell for nearly 25 years. The portfolio will enhance service reliability, increase operating flexibility and improve the security of the company's electrical system including transmission lines, substations, and IT and security projects. As FirstEnergy's chosen program manager, we assembled a team to bring the expansive system projects to completion over a four-year, phased investment from 2014 to 2017. Our team of nearly 400 professionals, including 250 design engineers, combed through 6,000 line items outlining the company's goals and conducted detailed analyses of the portfolio. This set the framework for mobilizing design, material, procurement, outage scheduling and contractor</i>		

	<p>sourcing to execute and complete projects on time and within budget. The FirstEnergy portfolio of projects is designed to: upgrade system conditions by replacing equipment that is older than 40 years or no longer supported by manufacturers; enhance system performance through added communications and analytic infrastructure to harden the system and reduce outage minutes; increase physical security at critical facilities by installing perimeter video, thermal imaging, virtual inspection and cut-proof fencing; add operating flexibility for current customers and increase capacity to accommodate new customer load; and lower the company's overall operations and maintenance costs. Burns &amp; McDonnell's scope of the project involved portfolio planning, engineering services, procurement support, material management and expediting, project controls (scheduling, cost, document control), project management, contract administration, construction management, testing and commissioning, quality assurance, permitting support, status reporting, risk analysis, real estate support, public outreach, and field compliance monitoring. Burns &amp; McDonnell also staffed a centralized base that helped coordinate all flights of workers and material/equipment hauling activities, tracked field personnel and provided emergency response assistance.</p> <p>Mr. Gerling served as the program director providing oversight and guidance to the team. Mr. Gerling was ultimately responsible for the administrative, financial, and operations management of the project. His role also included assisting the Program Manager with overseeing strategic planning, project finances, contracts, human resources, environmental compliance and facilities support. Mr. Gerling also assisted in developing project strategies, maintaining client relations, managing contractual issues and addressing quality performance and staffing issues.</p>
<p><b>Required Information:</b></p> <p><b>MMYYYY to MMYYYY:</b></p> <p><b>Vendor Name:</b></p> <p><b>Client Name:</b></p> <p><b>Client Contact Name:</b></p> <p><b>Client Address, Phone Number,</b></p> <p><b>Email: Role in Contract/Project:</b></p> <p><b>Details and Duration of Contract/Project:</b></p>	<p>2009-2012</p> <p>Burns &amp; McDonnell Company, Inc. San Diego Gas &amp; Electric (SDG&amp;E) Robert Jackson (retired) 8326 Century Park Court San Diego, CA 92123 619-445-3796 rcjackson@earthlink.net</p> <p><u>Sunrise Powerlink Transmission Line</u> Owner's engineer and construction manager for a new 117 mile 230/500-kV transmission line to provide additional capacity, reliability, and a renewable energy tap to the San Diego area. The nearly \$1.9 billion project, completed in 18 months, started at the desert floor. It passed through rugged boulder terrain and rose as high as 5,600 feet in the forest, crossing Interstate 8 five times. One of the canyon-crossing spans, nearly 5,200 feet long, is the longest span in the San Diego Gas &amp; Electric system. Two hundred thirty-four of the 438 structure sites on the alignment were located in remote, rugged terrain. Micropile foundations were selected as an alternative to traditional concrete drilled shafts for these locations because of their ability to be constructed using</p>



	<p>solely helicopter support. Due to the size and complexity of the project, coordination of design, procurement and construction activities was critical. At the peak of construction, over 35 helicopters were in the air at one time, logging over 30,000 flight hours, and more than 1,000 workers were spread out over 117 miles of right-of-way. Burns &amp; McDonnell's scope of the project involved engineering services, bid phase services, project controls (scheduling, cost, document control), project management, contract administration, construction management, QA/QC, geotechnical engineering, material testing, GIS mapping, and environmental studies, reports, and field monitoring. Burns &amp; McDonnell also staffed a centralized base that helped coordinate all flights of workers and material/equipment hauling activities, tracked field personnel and provided emergency response assistance.</p> <p>Mr. Gerling served as the program manager. He had overall responsibility for the day-to-day operations of the project. As team leader, Mr. Gerling was responsible for all major project functions including project management, bid phase services, engineering, scheduling, cost control, forecasting, cash flow analysis, change management, engineering, permitting, environmental compliance, safety, GIS mapping, right-of-way acquisition support, contract administration, construction management, and QA/QC. Mr. Gerling also developed and implemented project policies and procedures, established project control systems, and developed and implemented the project execution plan. Mr. Gerling was the primary contact with the client and reported progress throughout the duration of the Project. He was also responsible for project administrative issues such as managing subcontracts, invoicing, project staffing, project reporting, project training and the management of equipment, fleet vehicles, project tools, and supplies.</p>
<p><b>Required Information:</b></p> <p><b>MMYYYY to MMYYYY:</b></p> <p><b>Vendor Name:</b></p> <p><b>Client Name:</b></p> <p><b>Client Contact Name:</b></p> <p><b>Client Address, Phone Number,</b></p> <p><b>Email: Role in Contract/Project:</b></p> <p><b>Details and Duration of Contract/Project:</b></p>	<p>2008-2009</p> <p>Burns &amp; McDonnell Company, Inc. Southern California Edison (SCE) Don Johnson, Project Manager 6 Pointe Drive Brea, CA 92821 714-225-4868 Donald.johnson@sce.com</p> <p><u>Tehachapi Renewable Transmission Project Segments 1,2 &amp; 3</u></p> <p>Owner's agent team leader for a \$160 million project. The project involved the construction of 60 miles of 500-kV transmission line and 27 miles of 220-kV transmission line to deliver wind power from Tehachapi, California to SCE's customers in the Los Angeles basin and Antelope Valley. Mr. Gerling had overall responsibility for the day-to-day operations of the project. As team leader, Mr. Gerling was responsible for all major project functions including project management, scheduling, cost control, forecasting, cash flow analysis, change management, engineering, permitting, environmental compliance, safety, materials expediting, IT/GIS mapping, right-of-way acquisition support, contract</p>

	<p><i>administration, construction management, and QA/QC. He also developed and implemented project policies and procedures, established project control systems, and developed and implemented the project execution plan. Mr. Gerling was the primary contact with the client Mr. Gerling was responsible for project administrative issues such as managing subcontracts, invoicing, project staffing, project reporting, maintaining project offices and trailers, project training, and the management of equipment, fleet vehicles and project supplies.</i></p>
<b>EDUCATION</b>	
<p><i>Institution Name:</i> <i>City:</i> <i>State:</i> <i>Degree/Achievement:</i> <i>Certifications:</i></p>	<p><i>University of Missouri at Kansas City Kansas City, Missouri BS, Civil Engineering</i></p> <p><i>University of Kansas Lawrence, Kansas MS, Engineering/Industrial Management</i></p> <p><i>Professional Engineer (CT, KS)</i></p>
<b>REFERENCES</b>	
<p><i>Minimum of three (3) required, including name, title, organization, phone number, fax number and email address</i></p>	<p><i>Jim Hogan Senior Vice President, Burns &amp; McDonnell 816-822-3470 jhogan@burnsmcd.com</i></p> <p><i>John Olander Chief Operating Officer, Burns &amp; McDonnell 816-822-3883 jolander@burnsmcd.com</i></p> <p><i>Ray Kowalik Chief Executive Officer 816-822-3338 rkowali@burnsmcd.com</i></p>



**ATTACHMENT G  
PROPOSED STAFF RESUME**

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

<b>COMPANY NAME:</b>	<i>Burns &amp; McDonnell Engineering Co., Inc.</i>		
<input checked="" type="checkbox"/> <b>Contractor</b>	<b>Subcontractor</b>		
<b>Name:</b>	<i>Adam Roth</i>		<input checked="" type="checkbox"/> <b>Key Personnel</b>
<b>Classification:</b>	<i>Project Manager</i>	<b># of Years in Classification:</b>	<i>2</i>
<b>Brief Summary of Experience:</b>	<i>Mr. Roth is a project manager in the substation department and an electrical engineer specializing in the management of engineering design teams and projects ranging from 34.5kV to 765kV voltage levels. He has design experience with physical substation design, protection and control design, specification preparation and electrical system studies analysis at 69kV and below.</i>		
<b># of Years with Firm:</b>	<i>11</i>		
<b>RELEVANT PROFESSIONAL EXPERIENCE</b>			
<b>Required Information:</b>	<p><i>2017-Present</i>  <i>Burns &amp; McDonnell Engineering Company, Inc.</i>  <i>Transource</i>  <i>Mr. Adam Bittner</i>  <i>1 Riverside Plaza, Columbus, OH 43215; (614) 716-2021;</i>  <i>ajbittner@aep.com</i>  <i>Director Trans Projects/EPC</i></p>		
<i>MMYYYY to Present:</i> <i>Vendor Name:</i> <i>Client Name:</i> <i>Client Contact Name:</i> <i>Client Address, Phone Number,</i> <i>Email: Role in Contract/Project:</i> <i>Details and Duration of Contract/Project:</i>	<p><u><i>Independence Energy Connection</i></u>  <i>Engineering substation manager for the IEC project which includes 45 miles of 230kV greenfield transmission line in Pennsylvania and Maryland along with the design of two 230/500kV greenfield substations in Pennsylvania. In August 2016, Transource was awarded the primary component of PJM's largest-ever market efficiency project which is expected to resolve a significant amount of transmission congestion in the eastern portion of the PJM territory. The partnership between Transource and Burns &amp; McDonnell continued after the PJM award with development of the proposed solution. As a member of the project team, Burns &amp; McDonnell is responsible for project management, transmission line engineering, substation engineering, environmental permitting, non-environmental permitting, and real estate acquisition.</i></p>		
<b>Required Information:</b>	<p><i>2017-Present</i>  <i>Burns &amp; McDonnell Engineering Company, Inc.</i>  <i>American Electric Power</i>  <i>Mr. Brooks Arbogast</i>  <i>8500 Smiths Mill Road, New Albany, OH 43054;</i>  <i>(614) 933-2564; bmarbogast@aep.com</i>  <i>Trans Project Manager SR</i></p>		
<i>MMYYYY to MMYYYY:</i> <i>Vendor Name:</i> <i>Client Name:</i> <i>Client Contact Name:</i> <i>Client Address, Phone Number,</i> <i>Email: Role in Contract/Project:</i> <i>Details and Duration of Contract/Project:</i>	<p><u><i>Mt. Sterling to Zanesville 69kV Bundle EPC Project</i></u>  <i>Engineering manager for the Mt. Sterling to Zanesville 69kV Bundle EPC Project rebuilding the Thornville – Lancaster 69kV Line, constructing the new Mt. Sterling –</i></p>		

	<p><i>Zanesville 69 kV line and reconfiguring the Zanesville – Linden Avenue 69kV line entrances into the Zanesville substation. In addition to upgrading the line segments, the 138 kV and 69 kV station equipment will be upgraded at the Zanesville substation. Also, the 69/12 kV Mt. Sterling substation will be expanded and rebuilt as a new station. Responsibilities included managing and coordinating the detailed engineering design, coordinating equipment procurement and communications with vendors. Mr. Roth is also responsible for engineer of record at the Zanesville and Mt. Sterling Substations.</i></p> <p><i><u>Delphos – Van Wert Junction 69kV Line EPC Project</u> Engineer of record for the North Spencerville substation which is part of the overall Delphos - Van Wert Junction 69kV Line project also consisting of rebuilding the outdated 27 miles of transmission line segments at the end of their useful service life. The station equipment at the 69 / 12 kV North Spencerville station will be retired and replaced. The existing North Spencerville site will be expanded and completely rebuilt in place.</i></p>
<p><b>Required Information:</b></p> <p><b>MMYYYY to MMYYYY:</b></p> <p><b>Vendor Name:</b></p> <p><b>Client Name:</b></p> <p><b>Client Contact Name:</b></p> <p><b>Client Address, Phone Number,</b></p> <p><b>Email: Role in Contract/Project:</b></p> <p><b>Details and Duration of Contract/Project:</b></p>	<p><b>2017-Present</b></p> <p><b>Burns &amp; McDonnell Engineering Company, Inc.</b></p> <p><b>CRC of Nevada</b></p> <p><b>Robert Reese</b></p> <p><b>555 E. Washington Ave. Suite 3100 Las Vegas, NV 89101</b></p> <p><b>702-856-3611</b></p> <p><b>breese@crc.nv.gov</b></p> <p><b><u>L3PS</u></b></p> <p><b>Project manager for a new 2 mile 69-kV underground transmission line and 2.5 circuit miles of 69-kV reconductoring. Station work included the Low Lake Level Pumping Station (L3PS) 69 kV Substation and upgrades to the IPS-1 Substation.</b></p> <p><b>Management responsibilities included:</b></p> <ul style="list-style-type: none"> <li>• <b>Managing underground transmission team creating and administering procurement and construction contracts, design of duct bank and cable system, including ampacity studies and construction drawings.</b></li> <li>• <b>Managing substation team creating and administering procurement and construction contracts, design of substation and protection scheme, including system studies, relaying and construction drawings.</b></li> <li>• <b>Extensive coordination with Colorado River Commission of Nevada (CRC) &amp; Southern Nevada Water Authority (SNWA) for review of Procurement and Construction submittals.</b></li> </ul>
<b>EDUCATION</b>	
<p><b>Institution</b></p> <p><b>Name: City:</b></p> <p><b>State:</b></p> <p><b>Degree/Achievement</b></p> <p><b>: Certifications:</b></p>	<p><b>University of Missouri-Columbia</b></p> <p><b>Columbia, MO</b></p> <p><b>BS, Electrical Engineering</b></p> <p><b>Professional Engineer/Electrical (MO, IN, MI, OH)</b></p>

**REFERENCES**

*Minimum of three (3) required, including name, title, organization, phone number, fax number and email address*

*David Hanks  
Project Director, Burns & McDonnell  
816-822-3998  
dhanks@burnsmcd.com*

*Andy Jarvis  
Vice President, Burns & McDonnell  
816-822-3951  
ajarvis@burnsmcd.com*

*Jim Hogan  
Senior President, Burns & McDonnell  
816-822-3470  
jhogan@burnsmcd.com*

**ATTACHMENT G  
PROPOSED STAFF RESUME**

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

<b>COMPANY NAME:</b>	<b>Burns &amp; McDonnell Engineering Co., Inc.</b>		
<input checked="" type="checkbox"/> <b>Contractor</b>	<b>Subcontractor</b>		
<b>Name:</b>	<b>Sean Craker</b>		<input checked="" type="checkbox"/> <b>Key Personnel</b>
<b>Classification:</b>	<b>Associate Project Engineer</b>	<b># of Years in Classification:</b>	<b>2</b>
<b>Brief Summary of Experience:</b>	<b>Mr. Craker is an electrical engineer at Burns &amp; McDonnell. He is registered in the state of Nevada and New Jersey.</b>		
<b># of Years with Firm:</b>	<b>15</b>		
<b>RELEVANT PROFESSIONAL EXPERIENCE</b>			
<b>Required Information:</b>  <b>MMYYYY to Present:</b> <b>Vendor Name:</b> <b>Client Name:</b> <b>Client Contact Name:</b> <b>Client Address, Phone Number,</b> <b>Email: Role in Contract/Project:</b> <b>Details and Duration of Contract/Project:</b>	<p><b>2015-Present</b> <b>Burns &amp; McDonnell Company, Inc.</b> <b>Public Service Electric &amp; Gas</b> <b>Andres Gomez</b> <b>40 Cragwood Road, Office 428</b> <b>South Plainfield, NJ 07080</b> <b>908-412-3749</b> <b>Andres.Gomez@pseg.com</b></p> <p><b><u>Essex 230/26kV Energy Strong Substation Expansion</u></b> <b>Engineering manager the 230/26-kV Energy Strong expansion at Essex. This includes the addition of (3) 230/26-kV transformers with 230-kV underground feeds to the existing yard, new 26-kV switchgear and reactors, demolition of the existing 26-kV AIS substation. Responsibilities include coordination of physical design, civil design, underground design, controls design, and quality control.</b></p>		
<b>Required Information:</b>  <b>MMYYYY to MMYYYY:</b> <b>Vendor Name:</b> <b>Client Name:</b> <b>Client Contact Name:</b> <b>Client Address, Phone Number,</b> <b>Email: Role in Contract/Project:</b> <b>Details and Duration of Contract/Project:</b>	<p><b>2012-2015</b> <b>Burns &amp; McDonnell Company, Inc.</b> <b>Public Service Electric &amp; Gas</b> <b>Andres Gomez</b> <b>40 Cragwood Road, Office 428</b> <b>South Plainfield, NJ 07080</b> <b>908-412-3749</b> <b>Andres.Gomez@pseg.com</b></p> <p><b><u>Lawrence 230kV Substation Expansion</u></b> <b>Lead engineer for the 230-kV breaker and half expansion. Responsibilities include design of single line, line, bus, breaker schematics, wiring, and quality control.</b></p>		

<b>Required Information:</b>  <b>MMYYYY to MMYYYY:</b> <b>Vendor Name:</b> <b>Client Name:</b> <b>Client Contact Name:</b> <b>Client Address, Phone Number,</b> <b>Email: Role in Contract/Project:</b> <b>Details and Duration of Contract/Project:</b>		<b>2012-2015</b> <b>Burns &amp; McDonnell Company, Inc.</b> <b>Public Service Electric &amp; Gas</b> <b>Lillian Morisi</b> <b>4000 Hadley Road</b> <b>South Plainfield, NJ 07080</b> <b>908-412-2282</b> <b>Lillian.MOrisi@pseg.com</b>  <u><b>Bergenfield 230/69kV GIS Substation</b></u> <b>Lead engineer for the new EPC Bergenfield 230/69/13-kV substation. This included (7) 230-kV GIS breakers configured in a "T" bus with (3) transformers and 2 lines. The addition of a (4) position 69-kV GIS ringbus with 3 lines was also part of this project. Responsibilities include physical design; design of single line, line, bus, breaker schematics, and wiring; control building and GIS building layout, panel front and rear views; and quality control.</b>
<b>EDUCATION</b>		
<b>Institution Name: City:</b> <b>State:</b> <b>Degree/Achievement : Certifications:</b>	<b>Missouri University of Science &amp; Technology</b> <b>Rolla, Missouri</b> <b>BS, Electrical Engineering</b> <b>Professional Engineer (NV, NJ)</b>	
<b>REFERENCES</b>		
<b>Minimum of three (3) required, including name, title, organization, phone number, fax number and email address</b>	<b>Chris Norquist</b> <b>Engineering Director, Burns &amp; McDonnell</b> <b>(816) 822-3266</b> <b>cnorquist@burnsmcd.com</b>  <b>Jim Hogan</b> <b>Senior Vice President, Burns &amp; McDonnell</b> <b>816-822-2470</b> <b>jhogan@burnsmcd.com</b>  <b>John Olander</b> <b>Chief Operating Officer, Burns &amp; McDonnell</b> <b>816-822-3883</b> <b>jolander@burnsmcd.com</b>	

**ATTACHMENT G  
PROPOSED STAFF RESUME**

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

<b>COMPANY NAME:</b>	<i>Burns &amp; McDonnell Engineering Co., Inc.</i>		
<input checked="" type="checkbox"/> <b>Contractor</b>	<b>Subcontractor</b>		
<b>Name:</b>	<i>Jonathan Busby</i>		<input checked="" type="checkbox"/> <b>Key Personnel</b>
<b>Classification:</b>	<i>Associate Technical Consultant</i>	<b># of Years in Classification:</b>	<i>3</i>
<b>Brief Summary of Experience:</b>	<i>Mr. Busby is an electrical engineer specializing in the design of underground transmission lines and electrical power substations. Mr. Busby has been involved in the design of underground transmission projects ranging from 15-kV through 500-kV and substation projects ranging from 12-kV through 500-kV. His responsibilities include major equipment specification, cable ampacity calculations, physical design, grounding design, one-line diagram, equipment layout, relay and control schematics and wiring diagram, and coordination with contractors, material suppliers and clients.</i>		
<b># of Years with Firm:</b>	<i>18</i>		
<b>RELEVANT PROFESSIONAL EXPERIENCE</b>			
<b>Required Information:</b>  <i>MMYYYY to Present:</i> <i>Vendor Name:</i> <i>Client Name:</i> <i>Client Contact Name:</i> <i>Client Address, Phone Number,</i> <i>Email: Role in Contract/Project:</i> <i>Details and Duration of Contract/Project:</i>	<p><i>2017- Present</i> <i>Burns &amp; McDonnell Engineering Company, Inc.</i> <i>CRC of Nevada</i> <i>Robert Reese</i> <i>555 E. Washington Ave. Suite 3100 Las Vegas, NV 89101</i> <i>702-856-3611</i> <i>breese@crc.nv.gov</i></p> <p><u><i>L3PS</i></u> <i>Underground transmission engineer for a new 2 mile 69-kV underground transmission line and 2.5 circuit miles of 69-kV reconductoring. Created and administered procurement and construction contracts. Managed design of duct bank and cable system, including ampacity studies and construction drawings.</i></p>		
<b>Required Information:</b>  <i>MMYYYY to MMYYYY:</i> <i>Vendor Name:</i> <i>Client Name:</i> <i>Client Contact Name:</i> <i>Client Address, Phone Number,</i> <i>Email: Role in Contract/Project:</i> <i>Details and Duration of Contract/Project:</i>	<p><i>2015-2016</i> <i>Burns &amp; McDonnell Engineering Company, Inc</i> <i>Southern California Edison</i> <i>Robin Castro</i> <i>909-274-1507</i> <i>Robin.Castro@sce.com</i></p> <p><u><i>Chino Hills 500kV Underground Project</i></u> <i>Underground transmission engineer/field engineer responsible for the technical review and installation technical oversight of the first 500-kV XLPE transmission line. Responsibilities included engineering support of cable contract in preparation for cable installation, assisting in development of construction QA/QC forms, and field engineer and inspection to witness all cable pulling, splicing and terminating, and commissioning activities. Also witness all commissioning activities including HiPot with PD measurements.</i></p>		



<b>Required Information:</b>  <b>MMYYYY to MMYYYY:</b> <b>Vendor Name:</b> <b>Client Name:</b> <b>Client Contact Name:</b> <b>Client Address, Phone Number,</b> <b>Email: Role in Contract/Project:</b> <b>Details and Duration of Contract/Project:</b>		<b>2013</b> <b>Burns &amp; McDonnell Engineering Company, Inc</b> <b>Central Maine Power</b> <b>David Libby.</b> <b>83 Edison Drive, Augusta, Maine, 04336</b> <b>207-629-0719</b> <b>dlibby@cmpco.com</b>  <u><b>Lewiston Loop S256</b></u> <b>Underground transmission engineer for a new 1.1 mile 115-kV underground transmission line. Created and administered procurement and construction contracts. Managed design of duct bank and cable system.</b>
<b>EDUCATION</b>		
<b>Institution</b> <b>Name: City:</b> <b>State:</b> <b>Degree/Achievement</b> <b>: Certifications:</b>	<b>South Dakota School of Mines &amp; Technology</b> <b>Rapid City, South Dakota</b> <b>BS, Electrical Engineering</b> <b>Professional Engineer (CT, KS, ME, NH, NY, WA)</b>	
<b>REFERENCES</b>		
<b>Minimum of three (3) required, including name, title, organization, phone number, fax number and email address</b>	<b>John Olander</b> <b>Chief Operating Officer, Burns &amp; McDonnell</b> <b>816-822-3883</b> <b>jolander@burnsmcd.com</b>  <b>Chris Norquist</b> <b>Engineering Director, Burns &amp; McDonnell</b> <b>(816) 822-3266</b> <b>cnorquist@burnsmcd.com</b>  <b>Jim Hogan</b> <b>Senior Vice President, Burns &amp; McDonnell</b> <b>(816) 822-3266</b> <b>cnorquist@burnsmcd.com</b>	



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Kansas City, MO, 64114  
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PROPOSAL FOR  
**ENGINEERING SERVICES**

**PART II - COST**  
MASTER

SUBMITTED TO  
**STATE OF NEVADA**  
**COLORADO RIVER COMMISSION OF NEVADA**  
RFP# **ES-19-02**

**DECEMBER 9, 2019**

**Part II**

Part II – Cost Proposal	
RFP Title:	Engineering Services
RFP:	ES-19-02
Vendor Name:	Burns & McDonnell Engineering Co., Inc.
Address:	9400 Ward Parkway, Kansas City, MO 64114
Proposal Opening Date:	December 9, 2019
Proposal Opening Time:	2:00 PM

## ATTACHMENT CC

**RATE SHEET  
(COST PROPOSAL)  
*Engineering Services***

Vendor Name

<b>Direct Labor – Job Titles</b>	<b>Hourly Rate</b>
A. Technician (Level 6)	\$78.00
B. Assistant (Level 7)	\$90.00
C. Assistant (Level 8)	\$123.00
D. Assistant (Level 9)	\$133.00
E. Staff (Level 10)	\$145.00
F. Staff (Level 11)	\$162.00
G. Senior (Level 12)	\$174.00
H. Senior (Level 13)	\$183.00
I. Associate (Level 14)	\$199.00
J. Associate (Level 15)	\$209.00
K. Associate (Level 16)	\$215.00

**NOTES:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc. refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. Project time spent by corporate officers will be billed at the Level 16 rate plus 25 percent.
3. The rates shown above include direct salaries, overtime payroll costs, sick leave pay, vacation pay, holiday pay, overhead including taxes, profit and all other costs of doing business. The Commission will not be charged for reproduction, printing, long distance telephone calls, computer and computer-aided design and drafting services. Such costs are included in the above hourly rates.
4. The rates shown above are effective for services beginning September 1, 2017 through June 30, 2019, and are subject to revision thereafter.

5. Task Authorizations will be prepared for specific assignments as requested by Commission. Task Authorizations will include estimated hours per position classifications and above hourly rates with a total not-to-exceed cost estimate.
6. For outside expenses incurred by xxxxxxxx, such as authorized travel and subsistence, the client shall pay the cost to xxxxxxxx plus 10 percent.
7. Travel Expenses - If travel is required, the following processes will be followed:
  - a. All travel must be approved in writing in advance by the Commission.
  - b. Requests for reimbursement of travel expenses must be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.
  - c. The travel expense form, with original signatures, must be submitted with the vendor's invoice.
  - d. Vendor will be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.
  - e. The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

**ATTACHMENT J - COST PROPOSAL CERTIFICATION OF COMPLIANCE  
TERMS AND CONDITIONS OF RFP ES-19-02**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES     X     I agree to comply with the terms and conditions specified in this RFP.

NO \_\_\_\_\_ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations. **Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.**

***Burns & McDonnell Engineering Co., Inc.***

Company Name

Signature

***Kenneth Gerling***

Print Name

***12/6/19***

Date

***Vendors MUST use the following format.*** Attach additional sheets if necessary.

**EXCEPTION SUMMARY FORM**

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
<i>None</i>			

**ASSUMPTION SUMMARY FORM**

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)
<i>None</i>			

**This document must be submitted in Tab III of vendor's cost proposal.  
This form MUST NOT be included in the technical proposal.**



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PROPOSAL FOR  
**ENGINEERING SERVICES**  
**PART III – CONFIDENTIAL INFORMATION**  
MASTER

SUBMITTED TO  
**STATE OF NEVADA**  
**COLORADO RIVER COMMISSION OF NEVADA**  
RFP# **ES-19-02**

**DECEMBER 9, 2019**

**Part III**

Part III – Confidential Information	
RFP Title:	Engineering Services
RFP:	ES-19-02
Vendor Name:	Burns & McDonnell Engineering Co., Inc.
Address:	9400 Ward Parkway, Kansas City, MO 64114
Proposal Opening Date:	December 9, 2019
Proposal Opening Time:	2:00 PM



**Part III**

**Tab II – Confidential Technical Information**

Burns & McDonnell has no confidential technical information to include.

**Part III**

**Tab III – Confidential Financial Information**

*Burns & McDonnell Engineering Co DUNS #055451405*

*Tax ID # is 430956142*



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**INSURANCE REQUIREMENTS:**

Consultant shall procure and maintain until all of their obligations have been discharged, including two(2) year after the completion of the work under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may be caused by the performance of the work hereunder by the Consultant, or employees.

The insurance requirements herein are requirements for this Contract and in no way shall be construed to be sufficient to protect Consultant from liability while performing under this Contract.

The State in no way warrants that the limits contained herein are sufficient to protect the Consultant from liabilities that might be caused by the performance of the work under this Contract by the Consultant, his employees. Consultant is free to purchase such additional insurance as may be determined necessary.

A. **SCOPE AND LIMITS OF INSURANCE** - Consultant shall provide coverage with limits of liability as stated below. An excess liability policy or umbrella liability policy may be used to meet the liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

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

- |   |             |
|---|-------------|
| • 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, Colorado River Commission of Nevada shall be included as an additional insured with respect to liability caused by the activities performed by, or on behalf of the Consultant".
- b. Consultant shall use commercially reasonable efforts to require sub-consultants to maintain the same requirements identified above.

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Colorado River Commission of Nevada be included as an additional insured with respect to liability caused by the activities performed by of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".
- b. Consultant shall use commercially reasonable efforts to require sub-consultants to maintain the same requirements identified in this section.

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. Consultant shall use commercially reasonable efforts to require sub-consultants to maintain the same requirements identified in this section. Consultants shall notify the State in the event subcontractor are unable to obtain limits as outlined within this agreement.

- c. 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. Professional Liability (Errors and Omissions Liability)

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

- a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant agrees 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.

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

1. The State of Nevada is included as an additional insured.
2. The Consultant'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 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 **Robert Reese, 555 E. Washington Ave., Suite 3100, Las Vegas, NV 89101**. 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 Consultant from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Consultant 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 evidence coverage on its behalf.

All certificates and any required relevant 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 **Robert Reese, 555 E. Washington Ave., Suite 3100, Las Vegas, NV 89101**. The State project/contract number and project description shall be noted on the certificate of insurance.

- F. **SUBCONSULTANTS:** All required sub-consultant's certificates and endorsements are to be received and approved by the State before work commences. All insurance coverages for sub-consultants shall be subject to the requirements identified above, unless otherwise specified in this Contract.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the State 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.





# CERTIFICATE OF LIABILITY INSURANCE

12/1/2020

DATE (MM/DD/YYYY)

11/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> BURNS & MCDONNELL ENGINEERING COMPANY, INC. 1334950 ATTN: LYNDA LEVAN PO BOX 419173 KANSAS CITY MO 64141-6173 ROTH, ADAM	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company	
	<b>INSURER B:</b> Zurich American Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES \* CERTIFICATE NUMBER: 12509802 REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	TB2-641-432888-039	12/1/2019	12/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	AS2-641-432888-049	12/1/2019	12/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2-641-432888-019	12/1/2019	12/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	EOC9140546	12/1/2019	12/1/2020	\$1,000,000 PER CLAIM; \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: INDEPENDENT CONTRACTOR SERVICES - AGREEMENT #3041. B&M PN 108661. THE STATE OF NEVADA AND COLORADO RIVER COMMISSION ARE ADDITIONAL INSURED AS RESPECTS GENERAL AND AUTO LIABILITY, AND SUCH COVERAGE IS PRIMARY WITH ADDITIONAL INSURED'S COVERAGE EXCESS AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION AS REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY STATE LAW. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER (TEN [10] DAYS IN THE EVENT OF NONPAYMENT OF PREMIUM).

**CERTIFICATE HOLDER**

**12509802**  
 STATE OF NEVADA  
 C/O COLORADO RIVER COMMISSION  
 ATTN: ROBERT REESE  
 555 E. WASHINGTON AVENUE, SUITE 3100  
 LAS VEGAS NV 89101-1065

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Joseph M. Agnello*

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**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM F  
FOR MEETING OF NOVEMBER 10, 2020**

**SUBJECT:**

*For Possible Action:* Consideration of and possible action to approve a four-year contract in the amount of \$1,200,000 for Transmission and Distribution System Support Services between PAR Electrical Contractors, Inc. (PAR) and the Colorado River Commission of Nevada (Commission).

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

Staff recommends the Commission approve a four-year contract in the amount of \$1,200,000 for Transmission and Distribution System Support Services between PAR Electrical Contractors, Inc. (PAR) and the Colorado River Commission of Nevada (Commission) and authorize the Executive Director to sign it on behalf of the Commission.

**FISCAL IMPACT:**

Four-year contract with a not to exceed amount of \$1,200,000.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background on Operations**

The Colorado River Commission of Nevada (Commission) 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.

**B. Request for Proposals (RFP)**

The RFP for labor services was posted in the Las Vegas Review Journal, on the Commission website and on NVEPro beginning on June 8, 2020. In addition to being posted, it was also sent to 17 vendors directly through NVEPro and 3 vendors independently via email.

On July 15, 2020, the question period ended with no questions submitted. Submissions for the proposals were hosted electronically by NVEPro and were downloaded and then emailed to the Commission Staff. Deadline for submissions ended at 1:59pm on August 24, 2020. One proposal was received in response to the RFP. The evaluation period took place the week of September 21, 2020 and was determined the proposal complied with the requirements of the RFP.

PAR Electrical Contractors Inc., (PAR) submitted a proposal through the RFP process carried out by the Commission.

Continued on next page...

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM F (CONTINUED)  
FOR MEETING OF NOVEMBER 10, 2020**

**STAFF COMMENTS AND BACKGROUND (CONTINUED):**

**C. Agreement for Consideration**

The agreement proposes to retain the services of PAR for a contract term of four years. Work under the agreement will be at the request of the Commission's customers, such as Southern Nevada Water Authority (SNWA) and Clark County Water Reclamation District (CCWRD), and Basic Substation Project. Additionally, the contract will cover services if needed for the Commission's high-voltage facilities, which provides power to our water pumping, wastewater treatment and industrial power customers.

The work will be authorized by Commission Staff through the development and execution of written task authorizations. The total combined value of task authorizations under this agreement shall not exceed \$1,200,000 over the term of the contract.

Each Task Authorization shall contain:

- a detailed description of the work to be performed by the contractor.
- a detailed breakdown of costs to be paid by the Commission to the contractor for performance of the work.
- a schedule identifying the timeframe under which the work is to be completed.

Staff recommends the Commission approve the contract and authorize the Executive Director to sign it on behalf of the Commission.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Corporate/Business Entity Name:</b> PAR Electrical Contractors, Inc.	
<b>"Doing Business As" (if applicable):</b>	
<b>Street Address:</b> 4770 N. Belleview Ave, Suit 300	<b>Website:</b> parelectric.com
<b>City, State and Zip Code:</b> Kansas City, MO 64116	<b>POC Name and Email:</b> George Coleman GCColeman@parelectric.com
<b>Telephone Number:</b> 816-474-9340	<b>Fax Number:</b> 816-507-7691
<b>Local Street Address:</b> 4415 Andrews St	<b>Website:</b>
<b>City, State and Zip Code:</b> North Las Vegas, NV 89081	<b>Local Fax Number:</b> 702-644-8148
<b>Local Telephone Number:</b> 702-644-8141	<b>Local POC Name and Email:</b> Andrejs V Kukainis AKukianis@parelectric.com

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the CRCNV.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Dan Govin	President	
Debbie George	CFO	
George Coleman	Senior Vice President	

**This section is not required for publicly-traded corporations.**

1. Are any individual members, partners, owners or principals, involved in the business entity, a CRCNV full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please note that CRCNV employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
  
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a CRCNV full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete and accurate. I also understand that the CRCNV will not take action on items agendized without the completed disclosure form.

Andrejs Kukainis  
Signature

Andrejs V Kukainis  
Print Name

Division Manager  
Title

10/20/2020  
Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF CRCNV EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO CRCNV EMPLOYEE/OFFICIAL

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

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***For CRCNV Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

- Yes  No    Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes  No    Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

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**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 (CRCNV)
Address:	555 E. Washington Avenue, Suite 3100
City, State, Zip Code:	Las Vegas, NV 89101
Contact:	Robert Reese
Phone:	702-682-6972
Fax:	702-856-3617
Email:	breese@crc.nv.gov

Contractor Name:	PAR Electrical Contractors, Inc. (PAR)
Address:	4415 Andrews St.
City, State, Zip Code:	North Las Vegas, NV 89081
Contact:	Andrejs Kukainis
Phone:	702-644-8141
Fax:	702-644-8148
Email:	<a href="mailto:akukainis@parelectric.com">akukainis@parelectric.com</a>

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*.

Effective from:	12/01/2020	To:	12/01/2024
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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 A:	STATE SOLICITATION OR RFP #LS-20-02 and AMENDMENTS #
ATTACHMENT D:	INSURANCE SCHEDULE
ATTACHMENT C:	CONTRACTOR'S RESPONSE

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:

\$ Agreed	per	Task Authorization
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Total Contract or installments payable at:	
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Total Contract Not to Exceed:	\$1,200,000.00
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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.

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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. Notwithstanding anything to the contrary in this Contract, CRCNV shall not have the right to inspect or audit the makeup of any fixed, lump sum, unit price percentage markup, multiplier or any other fixed form of compensation.
- 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. If CRCNV terminates this Contract without cause, CRCNV shall pay Contractor for Work completed prior to the termination.
- 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 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, pandemic, epidemic, quarantine, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases. Contractor shall be entitled to an equitable adjustment in schedule and

compensation for any such events. Given the existence of the COVID-19 / coronavirus pandemic, Contractor will use its best efforts to staff and supply this project. However, anything to the contrary notwithstanding, Contractor shall have the right to seek an excusable extension of time if Contractor or its subcontractors and suppliers are unable to maintain planned crew sizes or work force due to the illness, supply shortages or governmental restraints on business, travel and/or assembly.

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 the Work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree but in each instance, only to the extent caused by the negligent act or omission of Contractor. 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 D*, 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 limits as specified in *Attachment D*, 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 within ten (10) 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 to the full limits of liability required by this 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.

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- 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 be borne by the Contractor.
- 5) Policy Cancellation: Except for ten (10) days' notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced 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 04 13 or CG 20 37 04 13 ), 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 required 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 endorsement, as appropriate 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 therecords.
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:

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- 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. **LIMITATION OF LIABILITY.** Notwithstanding anything else to the contrary, Contractor's liability hereunder, from any cause and based on any theory whatsoever, shall not in the aggregate exceed fifteen million dollars (\$15,000,000), hereunder, except to the extent of Contractor's (including parties under its control) willful misconduct, and/or breach of confidentiality provisions, and Contractor's indemnity obligations hereunder for third party claims.
32. **LATENT SITE CONDITIONS:** Anything to the contrary notwithstanding, should concealed or unknown physical conditions be encountered in the performance of the Work, below the surface of the ground or in an existing structure, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, the Contract sum and time for performance shall be equitably adjusted by Change Order.

CETS#
RFP#LS-20-02

33. **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.

**PAR ELECTRICAL CONTRACTORS, INC.**

**Andrejs Kukainis**

Digitally signed by Andrejs Kukainis  
Date: 2020.11.09 16:22:13 -08'00'

\_\_\_\_\_  
Andrejs Kukainis  
Division Manager

Date

**COLORADO RIVER COMMISSION  
OF NEVADA**

\_\_\_\_\_  
Eric Witkoski  
Executive Director

Date

Approved as to form:

\_\_\_\_\_  
Christine Guerci-Nyhus  
Special Counsel to the  
Colorado River Commission of Nevada

Date



State of Nevada

Colorado River Commission of Nevada

555 E. Washington Avenue, Suite 3100  
Las Vegas, NV 89101-1065



Steve Sisolak  
Governor

Eric Witkoski  
Executive Director

State of Nevada

Colorado River Commission of Nevada

**Request for Proposal: LS-20-02**

For

**TRANSMISSION AND DISTRIBUTION SYSTEM SUPPORT SERVICES**

Release Date: 06/08/2020

Deadline for Submission and Opening Date and Time: August 24, 2020

***Refer to Section 8, RFP Timeline for the complete RFP schedule***

For additional information, please contact:

Robert D. Reese, Assistant Director, Engineering and Operations

State of Nevada, Colorado River Commission of Nevada

555 E. Washington Avenue, Suite 3100

Las Vegas, NV 89101-1065

Phone: 702-486-2670

Email address: [breese@crc.nv.gov](mailto:breese@crc.nv.gov)

***Refer to Section 9 for instructions on submitting proposals***

## VENDOR INFORMATION SHEET FOR RFP LS-20-02

**Vendor Shall:**

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V3 shall be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Section III of the Technical Proposal.

V1	<b>Company Name</b>

	<b>Company Address</b>	
V2	Street Address:	
	City, State, Zip Code:	

	<b>Telephone Numbers</b>			
		<b>Area Code</b>	<b>Number</b>	<b>Extension</b>
V3	Telephone:			
	Fax:			
	Toll Free:			

	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
V4	Name:	
	Title:	
	Address:	
	Email Address:	
	Telephone Number:	
	Fax:	

	<i>Name of Individual Authorized to Bind the Organization</i>	
V5	Name:	
	Title:	

	<i>Signature (Individual shall be legally authorized to bind the vendor per NRS 333.337)</i>	
V6	Signature:	Date:



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**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.**

**All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: [www.leg.state.nv.us/law1.cfm](http://www.leg.state.nv.us/law1.cfm)**

**1. PROJECT OVERVIEW**

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. ACRONYMS/DEFINTIONS**

For the purposes of this RFP, the following acronyms/definitions will be used:

<b>Acronym</b>	<b>Description</b>
<i><b>Assumption</b></i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<i><b>Awarded Vendor</b></i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i><b>BOE</b></i>	State of Nevada Board of Examiners
<i><b>Commission</b></i>	Colorado River Commission of Nevada
<i><b>Confidential Information</b></i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
<i><b>Contract Approval Date</b></i>	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
<i><b>Contract Award Date</b></i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<i><b>Contractor</b></i>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.

<b>Acronym</b>	<b>Description</b>
<b><i>Cross Reference</i></b>	A reference from one document/section to another document/section containing related material.
<b><i>Customer</i></b>	Department, Division or Agency of the State of Nevada.
<b><i>Evaluation Committee</i></b>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
<b><i>Exception</i></b>	A formal objection taken to any statement/requirement identified within the RFP.
<b><i>Goods</i></b>	The term “goods” as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, “supplies”, “materials”, “equipment”, and “commodities”, as those terms are used in NRS Chapter 333.
<b><i>Key Personnel</i></b>	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
<b><i>LCB</i></b>	Legislative Counsel Bureau
<b><i>LOI</i></b>	Letter of Intent - notification of the State’s intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<b><i>May</i></b>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<b><i>Must</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b><i>NAC</i></b>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: <a href="http://www.leg.state.nv.us">www.leg.state.nv.us</a>
<b><i>NOA</i></b>	Notice of Award – formal notification of the State’s decision to award a contract, pending Board of Examiners’ approval of said contract, any non-confidential information becomes available upon written request.
<b><i>NRS</i></b>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: <a href="http://www.leg.state.nv.us">www.leg.state.nv.us</a> .
<b><i>OSHA 29 CFR 1910</i></b>	Occupational Safety and Health Standards.
<b><i>Pacific Time (PT)</i></b>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.

<b>Acronym</b>	<b>Description</b>
<b><i>Proprietary Information</i></b>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
<b><i>Public Record</i></b>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<b><i>Redacted</i></b>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<b><i>RFP</i></b>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8).
<b><i>Shall</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b><i>Should</i></b>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<b><i>State</i></b>	The State of Nevada and any agency identified herein.
<b><i>Subcontractor</i></b>	Third party not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
<b><i>Trade Secret</i></b>	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<b><i>User</i></b>	Department, Division, Agency or County of the State of Nevada.
<b><i>Vendor</i></b>	Organization/individual submitting a proposal in response to this RFP.
<b><i>Will</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

## 2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. *Note: When January 1<sup>st</sup>, July 4<sup>th</sup>, November 11<sup>th</sup> or December 25<sup>th</sup> falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.*

<b>Holiday</b>	<b>Day Observed</b>
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

### **3. SCOPE OF WORK**

#### **3.1 SERVICES TO BE PERFORMED**

- 3.1.1 The services to be performed by the Contractor is to provide a mechanism under which the CRCNV can request minor construction and maintenance related support services from the Contractor on an as requested basis. When minor construction or maintenance related tasks are identified by the CRCNV, the CRCNV shall prepare a written Task Authorization describing the work to be performed and the time during which the Work is to be completed. The Contractor shall then be requested to provide a detailed cost estimate for the Work. If the Contractor agrees to perform the Work and if the Contractor and the CRCNV agree upon the cost of the Work, the Task Authorization shall be finalized and executed by both Parties. Once signed by both Parties; the Contractor shall complete the Work as detailed in the Task Authorization.
- 3.1.2 There is no guarantee by the CRCNV regarding the amount of Work that the Contractor will be requested to perform during the term of this Contract.

#### **3.2 WORK BY THE CRC**

- 3.2.1 The CRCNV will perform all switching at substation facilities in support of the Work by the Contractor.
- 3.2.2 The CRCNV will provide reasonable access to the transmission and distribution facilities, 7:00 a.m. to 5:00 p.m., Monday through Friday during periods which work has been scheduled.
- 3.2.3 The CRCNV may provide 120/240-volt station service power when indicated in a written Task Authorization.

- 3.2.4 The CRCNV, subject to availability, may provide a designated area for Contractor’s use to store tools, equipment and materials as indicated in a written Task Authorization.
- 3.2.5 The CRCNV will provide drawings and technical data related to its transmission and distribution system to the Contractor as necessary in order for the Contractor to perform the Work. Copies of documents obtained pursuant to this Contract shall be returned to the CRCNV upon termination of this Contract.

**4. COMPANY BACKGROUND AND REFERENCES**

**4.1 VENDOR INFORMATION**

4.1.1 Vendors shall provide a company profile in the table format below.

<b>Question</b>	<b>Response</b>
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:	

4.1.2 Pursuant to NRS 333.3354, the State of Nevada awards a five percent (5%) preference to a vendor certifying that its principal place of business is in Nevada. 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 company’s corporate headquarters. 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. To claim this preference a business must submit a letter with its proposal showing that it qualifies for the preference.

4.1.3 **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.

4.1.4 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 “Legal Entity Name” the same name as vendor is doing business as?

Yes		No	
-----	--	----	--

If “No,” provide explanation.

4.1.5 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

4.1.6 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	
-----	--	----	--

If “Yes,” complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

4.1.7 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, while on annual leave, compensatory time, or on their own time?

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.

- 4.1.8 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. 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.

Does any of the above apply to your company?

Yes		No	
-----	--	----	--

If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

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:	<b>Court</b>	<b>Case Number</b>
Status of the litigation:		

- 4.1.9 Vendors shall review and provide if awarded a contract the insurance requirements as specified in **Attachment D, Insurance Schedule for RFP LS-20-02**.
- 4.1.10 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.
- 4.1.11 Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.



4.1.12 Financial information and documentation to be included in accordance with **Section 9.5, Part III - Confidential Financial Information.**

4.1.12.1 Dun and Bradstreet Number

4.1.12.2 Federal Tax Identification Number

4.1.12.3 The last two (2) years and current year interim:

- A. Profit and Loss Statement
- B. Balance Statement

## 4.2 SUBCONTRACTOR INFORMATION

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

4.2.1 Does this proposal include the use of subcontractors?

Yes		No	
-----	--	----	--

If “Yes”, vendors shall:

4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor shall perform services.

4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors shall:

- A. Describe how the work of any subcontractor(s) shall be supervised, channels of communication shall be maintained and compliance with contract terms assured; and
- B. Describe your previous experience with subcontractor(s).

4.2.1.3 Provide the same information for any proposed subcontractors as requested in **Section 4.1, Vendor Information.**

4.2.1.4 Business references as specified in **Section 4.3, Business References** shall be provided for any proposed subcontractors.

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

4.2.1.6 Vendor shall notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in **Section 4.2, Subcontractor Information.** The vendor shall receive agency approval prior to subcontractor commencing work.

### 4.3 BUSINESS REFERENCES

- 4.3.1 Vendors shall provide a minimum of three (3) business references from similar projects performed for private, and/or public sector clients within the last three (3) years.
- 4.3.2 Vendors shall submit *Attachment E, Reference Questionnaire* to their business references.
- 4.3.3 It is the vendor's responsibility to ensure that completed forms are received by CRCNV on or before the deadline as specified in *Section 8, RFP Timeline* for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.
- 4.3.4 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

### 4.4 VENDOR STAFF RESUMES

A resume shall be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per *Attachment F, Proposed Staff Resume*.

## 5. COST

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated (refer to *Attachment I, Cost Schedule*).

Cost information *shall not* be included with the vendor's Technical Proposal, please refer to *Section 9, Proposal Submission Requirements, Format and Content*.

## 6. FINANCIAL

### 6.1 PAYMENT

- 6.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 30 - 45 days of receipt, providing all required information, documents and/or attachments have been received.
- 6.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

### 6.2 BILLING

- 6.2.1 The State does not issue payment prior to receipt of goods or services.
- 6.2.2 The vendor shall bill the State as outlined in the approved contract and/or payment schedule.

- 6.2.3 The State presently has a Procurement Card Program that participating State agencies may use to pay for some of their purchases. The Program is issued through a major financial institution and is treated like any other major credit card. Using agencies may desire to use the card as a method of payment. No additional charges or fees shall be imposed for using the card. Please indicate in your proposal response if you will accept

### **6.3 TIMELINESS OF BILLING**

The State is on a fiscal year calendar. 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 that forces the State to process the billing as a stale claim pursuant to NRS 353.097, shall subject the contractor to an administrative fee not to exceed \$100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claims payment due the contractor.

## **7. WRITTEN QUESTIONS AND ANSWERS**

The Purchasing Division, on behalf of CRCNV, shall accept questions and/or comments in writing regarding this RFP as noted below:

### **7.1 QUESTIONS AND ANSWERS**

- 7.1.1 All questions regarding this RFP should be submitted using the Bid Q&A feature in NevadaEPro.
- 7.1.1.1 To access the Bid Q&A:
  - 7.1.1.2 Log into your Seller account on NevadaEPro.
  - 7.1.1.3 Click the Bids Tab in the header.
  - 7.1.1.4 Click View under Bid Q&A on the appropriate Bid Solicitation under the Open Bids section.
- 7.1.2 The deadline for submitting questions is as specified in Section 7, RFP Timeline.
- 7.1.3 All questions and/or comments shall be addressed using the Bid Q&A in NevadaEPro. If questions and answers require a material change to the Bid Solicitation, an Amendment will be posted in NevadaEPro and you will receive email notification.
- 7.1.4 The deadline for submitting questions is as specified in **Section 8, RFP Timeline**.

## **8. RFP TIMELINE**

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time. The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Task	Date/Time
Deadline for submitting set of questions	07/13/2020 @ 2:00 PM
Answers posted to website	On or about 07/27/2020
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 08/24/2020
Deadline for submission and opening of proposals	No later than 2:00 PM on 08/24/2020
Evaluation period (approximate time frame)	09/14/2020-09/18/2020
Selection of vendor	On or about 10/01/2020
Contract start date (contingent upon BOE approval)	11/01/2020

## 9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

### 9.1 GENERAL SUBMISSION REQUIREMENTS

- 9.1.1 Vendors shall submit their proposals by using Create Quote through the State electronic procurement website, <https://NevadaEPro.com>, in accordance with the instructions below.
- 9.1.2
- 9.1.2.1 Refer to Instructions for Vendors Responding to a Bid in the Important Links section on the front page of NevadaEPro for instructions on how to submit a Quote using NevadaEPro
- 9.1.3 The Quote/Proposal shall contain a maximum of four (4) attachments which may include:
- 9.1.3.1 Technical Proposal
- 9.1.3.2 Confidential Technical (if applicable)
- 9.1.3.3 Cost Proposal
- 9.1.3.4 Confidential Financial (if applicable)
- 9.1.4 Proposals shall have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical proposal qualifies as “confidential” per NRS 333.020(5)(b).
- 9.1.5 If complete responses cannot be provided without referencing confidential information, such confidential information shall be provided in accordance with **Section 9.3, Part IB – Confidential Technical Proposal and Section 9.5, Part III - Confidential Financial Information.**
- 9.1.6 Specific references made to the section, page, and/or paragraph where the confidential information can be located shall be identified on **Attachment A, Confidentiality and Certification of Indemnification** and comply with the requirements stated in **Section 9.6, Confidentiality of Proposals.**
- 9.1.7 Proposals that do not comply with the requirements may be deemed non-responsive and rejected at the State’s discretion.

- 9.1.8 Each section within the technical proposal and cost proposal shall be separated by clearly marked sections with the appropriate section number and title as specified.
- 9.1.9 Although it is a public opening, only the names of the vendors submitting proposals shall be announced per NRS 333.335(6). Technical and cost details about proposals submitted shall not be disclosed.
- 9.1.10 Assistance for persons who are disabled, visually impaired or hearing-impaired who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the CRCNV designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.11 If discrepancies are found between two (2) or more copies of the proposal, the master copy shall provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.
- 9.1.12 For ease of evaluation, the technical and cost proposals shall be presented in a format that corresponds to and references sections outlined within this RFP and shall be presented in the same order. Written responses shall be in ***bold/italics*** and placed immediately following the applicable RFP question, statement and/or section.
- 9.1.13 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 9.1.14 For purposes of addressing questions concerning this RFP, the sole point of contact shall be the contact as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP shall not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 9.1.15 Any vendor who believes there are irregularities or lack of clarity in the RFP or proposal requirements or specifications are unnecessarily restrictive, or limit competition shall notify the sole point of contact as specified on Page 1 of the RFP, in writing, as soon as possible so that corrective addenda may be furnished by the agency in a timely manner to all vendors.
- 9.1.16 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive per NRS 333.311.
- 9.1.17 The vendor understands and acknowledges that the representations made in its proposal are material and important and shall be relied on by the State in its 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.

## 9.2 PART IA – TECHNICAL PROPOSAL

9.2.1 The technical proposal shall include:

9.2.1.1 One (1) PDF marked as instructed in 9.2.3.1

9.2.2 The Technical Proposal *shall not include* confidential or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

9.2.3 Format and Content

9.2.3.1 Section I – Title Page with the following information:

<b>Part IA – Technical Proposal</b>	
RFP Title:	Transmission and Distribution System Support Services
RFP #:	20-02
Vendor Name:	
Address:	
Proposal Opening Date:	08/24/2020
Proposal Opening Time:	2:00pm

9.2.3.2 Section II – Table of Contents

An accurate and updated table of contents shall be provided.

9.2.3.3 Section III – Vendor Information Sheet

The vendor information sheet shall be completed and signed by an individual authorized to bind the organization

9.2.3.4 Section IV – State Documents

The State documents section shall include the following:

- A. The signature page from all amendments signed by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification signed by an individual authorized to bind the organization.
- C. Attachment B – Vendor Certifications signed by an individual authorized to bind the organization.
- D. Attachment H – Certification Regarding Lobbying signed by an individual authorized to bind the organization.

- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- F. Copies of applicable certifications and/or licenses.

9.2.3.5 Section V – Scope of Work

Vendors shall place their written response(s) to **Section 3, Scope of Work** in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

9.2.3.6 Section VI – Company Background and References

- A. Vendors shall place their written response(s) to **Section 4, Company Background and References** in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.
- B. This section shall also include the requested information in **Section 4.2, Subcontractor Information**, if applicable.

9.2.3.7 Section VII – Attachment F – Proposed Staff Resumes(s)

- A. Vendors shall include all proposed staff resumes per **Section 4.4, Vendor Staff Resumes** in this section.
- B. This section shall also include any subcontractor proposed staff resumes, if applicable.

9.2.3.8 Tax VIII – Other Informational Material

Vendors shall include any other applicable reference material in this section clearly cross referenced with the proposal.

**9.3 PART IB – CONFIDENTIAL TECHNICAL PROPOSAL**

9.3.1 Vendors only need to submit Part IB if the proposal includes any confidential technical information (***Refer to Attachment A, Confidentially and Certification of Indemnification***).

9.3.2 If needed, vendors shall provide one (1) PDF Confidential Technical Proposal file that includes the following:

9.3.2.1 Section I – Title Page with the following information:

<b>Part IB – Confidential Technical Proposal</b>	
RFP Title:	Transmission and Distribution System Support Services
RFP #:	20-02
Vendor Name:	

<b>Part IB – Confidential Technical Proposal</b>	
Address:	
Proposal Opening Date:	08/24/2020
Proposal Opening Time:	2:00 pm

9.3.2.2 Section II – Confidential Technical

Vendors shall cross reference the confidential technical information back to the technical proposal, as applicable.

**9.4 PART II – COST PROPOSAL**

9.4.1 The cost proposal shall include:

9.4.1.1 One (1) PDF as instructed in 9.4.3.1

9.4.2 The Cost Proposal *shall not* be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

9.4.3 Format and Content

9.4.3.1 Section I – Title Page with the following information:

<b>Part II – Cost Proposal</b>	
RFP Title:	Transmission and Distribution System Support Services
RFP #:	20-02
Vendor Name:	
Address:	
Proposal Opening Date:	08/24/2020
Proposal Opening Time:	2:00 pm

9.4.3.2 Section II – Cost Proposal

Vendor’s response for the cost proposal shall be included in this section.

**9.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION**

9.5.1 Vendors only need to submit Part III if the proposal includes any confidential financial information (*refer to Attachment A, Confidentiality and Certification of Indemnification*).

9.5.2 If needed, vendors shall provide one (1) PDF Confidential Financial Information file that includes the following:

9.5.2.1 Section I – Title Page with the following information:



<b>Part III – Confidential Financial Information</b>	
RFP Title:	Transmission and Distribution System Support Services
RFP #:	20-02
Vendor Name:	
Address:	
Proposal Opening Date:	08/24/2020
Proposal Opening Time:	2:00 pm

9.5.2.2 Section II - Financial Information and Documentation

Vendors shall place the information requested in *Section 4.1.12* in this section.

**9.6 CONFIDENTIALITY OF PROPOSALS**

- 9.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
- 9.6.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the proposal marked “confidential” conforms to NRS 333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5)”. Not conforming to these requirements shall cause your proposal to be deemed non-compliant and shall not be accepted by the State of Nevada.
- 9.6.3 Vendors acknowledge that material not marked as “confidential” shall become public record upon contract award.
- 9.6.4 It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.
- 9.6.5 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damage caused by release of said information.

**9.7 PROPOSAL PACKAGING**

- 9.7.1 Vendors shall submit their proposals through the State electronic procurement website, <https://NevadaEPro.com>, in accordance with the instructions below.
- 9.7.2 Proposals shall be received via <https://NevadaEPro.com> no later than the date and time specified on the General Tab of the Bid Solicitation in NevadaEPro. Proposals that are not submitted by bid opening time and date shall not be accepted. Vendors may submit their proposal any time prior to the deadline stated in NevadaEPro. In the event that dates, and times specified in this document and dates times specified in NevadaEPro conflict, the dates and time in NevadaEPro shall take precedence.
- 9.7.3 Proposals submitted as physical copies, email, or any submission method other than via NevadaEPro shall not be considered.

- 9.7.4 Proposals shall be received at the address referenced above no later than the date and time specified in **Section 8, RFP Timeline**. Proposals that do not arrive by proposal opening time and date shall not be accepted. Vendors may submit their proposal any time prior to the above stated deadline.
- 9.7.5 The State shall not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 9.7.6 Email or facsimile proposals shall not be considered.

**10. PROPOSAL EVALUATION AND AWARD PROCESS**

*The information in this section does not need to be returned with the vendor’s proposal.*

- 10.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria. The following criteria are listed in order of importance.

Criteria Description	Weight
<input type="checkbox"/> Demonstrated competence	50%
<input type="checkbox"/> Experience in performance of comparable engagements	10%
<input type="checkbox"/> Conformance with the terms of this RFP	10%
<input type="checkbox"/> Expertise and availability of key personnel	20%
Cost  Cost proposals shall be evaluated based on the following formula:  $\frac{\text{Lowest Cost Submitted by a Vendor}}{\text{Proposers Total Cost}} = \text{Price Factor}$  $\text{Price Factor} \times \text{Weight} = \text{Cost Criteria Score}$	10%

10.1.1 Presentations

- 10.1.1.1 Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.
- 10.1.1.2 The State, at its option, may limit participation in vendor presentations to those vendors receiving at least 75% of the total combined available points for technical and cost proposals.
- 10.1.1.3 The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

- 10.2 Effective July 1, 2017, a five percent (5%) preference will be awarded to businesses based in Nevada. A Nevada business is defined as a business which certifies either that its 'principal place of business' is in Nevada, as identified in **Section 4.1, Vendor Information**, or that a 'majority of goods provided for the contract are produced' in Nevada. The preference will be applied to the total score.
- 10.3 Financial stability shall be scored on a pass/fail basis.
- 10.4 Proposals shall be kept confidential until a contract is awarded.
- 10.5 The evaluation committee is an independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
- 10.6 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.
- 10.7 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. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's 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. Refer generally to NRS 333.335.
- 10.8 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 10.9 A Letter of Intent (LOI) shall be issued in accordance with NAC 333.170 notifying vendors of the State's intent to award a contract to a vendor, pending successful negotiations. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. All information remains confidential until the issuance of the formal Notice of Award (NOA). If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 10.10 A Notification of Award (NOA) shall be issued in accordance with NAC 333.170. Vendors shall be notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners (BOE). Any award is contingent upon the successful negotiation of final contract terms and upon approval of the BOE, when required. Any non-confidential information becomes available upon written request.
- 10.11 Pursuant to NRS 333.700, any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners.

## 11. TERMS AND CONDITIONS

### 11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor's proposal.*

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, 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.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 The failure to separately package and clearly mark **Part IB and Part III** – which 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.
- 11.1.5 Pursuant to NRS 333.350, the State reserves the right to reject any or all proposals received prior to contract award.
- 11.1.6 Pursuant to NRS 333.350, the State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State.
- 11.1.7 Pursuant to NRS 333.335, the State shall not be obligated to accept the lowest priced proposal, however, shall make an award in the best interest of the State of Nevada after all factors have been evaluated.
- 11.1.8 Any irregularities or lack of clarity in the RFP shall be brought to the attention of Agency designee's as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of the project/contract, may be rejected.
- 11.1.10 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.
- 11.1.11 Proposals may be modified or withdrawn by written notice received prior to the proposal opening time. Withdrawals received after the proposal opening time shall not be considered except as authorized by NRS 333.350(3).
- 11.1.12 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in

response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.

- 11.1.13 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 11.1.14 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals shall be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.
- 11.1.15 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAP Chapter 333.
- 11.1.16 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. 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. In addition, NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates. The Administrator shall apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.
- 11.1.17 Pursuant to NRS 333.338, the State of Nevada cannot enter into 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).

## **11.2 CONTRACT TERMS AND CONDITIONS**

*The information in this section does not need to be returned with the vendor's proposal.*

- 11.2.1 The 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 RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.2.2 The awarded vendor shall maintain, for the duration of its contract, insurance coverages as set forth in the fully executed contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.
- 11.2.3 The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.

- 11.2.4 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties shall consist of the RFP together with any modifications thereto, and the awarded vendor's 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: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract. The State shall not indemnify vendor from any liability or damages, including but not limited to attorney's fees and costs, arising under any contract resulting from this RFP.
- 11.2.5 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 11.2.6 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.
- 11.2.7 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.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

### **11.3 PROJECT TERMS AND CONDITIONS**

*The information in this section does not need to be returned with the vendor's proposal.*

#### **11.3.1 Award of Related Contracts**

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

### 11.3.2 Products and/or Alternatives

- 11.3.2.1 The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.
- 11.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.
- 11.3.2.3 The State, at its sole discretion, shall determine if the proposed alternative meets the intent of the original RFP requirement.

### 11.3.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and shall reimburse the State for any loss or damage.

### 11.3.4 Inspection/Acceptance of Work

- 11.3.4.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.
- 11.3.4.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.
- 11.3.4.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

### 11.3.5 Travel

If travel is required, the following processes shall be followed:

- 11.3.5.1 All travel shall be approved in writing in advance by the Department.
- 11.3.5.2 Requests for reimbursement of travel expenses shall be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.
- 11.3.5.3 The travel expense form, with original signatures, shall be submitted with the vendor's invoice.
- 11.3.5.4 Vendor shall be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.

11.3.5.5 The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

### 11.3.6 Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

### 11.3.7 Right to Publish

11.3.7.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract shall be in writing and sent to the Agency Head or designee.

11.3.7.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the Agency Head or designee.

11.3.7.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.

11.3.7.4 The 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 the specific advance written authorization of the Agency Head or designee.

11.3.7.5 Throughout the term of the contract, the contractor shall secure the written approval of the State per **Section 11.3.7.2** prior to the release of any information pertaining to work or activities covered by the contract.

### 11.3.8 Protection of Sensitive Information

11.3.8.1 Sensitive information in existing legacy applications shall encrypt data as is practical.

11.3.8.2 Confidential personal data shall be encrypted.

11.3.8.3 Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).

11.3.8.4 Sensitive Data shall be encrypted in all newly developed applications.



## 12. SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that shall be submitted in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

<b>Part IA – Technical Proposal Submission Requirements</b>		<b>Completed</b>
Part IA submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Table of Contents	
Section III	Vendor Information Sheet	
Section IV	State Documents	
Section V	Scope of Work	
Section VI	Company Background and References	
Section VII	Attachment F – Proposed Staff Resume(s)	
Section VIII	Other Informational Material	
<b>Part IB – Confidential Technical Proposal Submission Requirements</b>		
Part IB submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Appropriate sections and information that cross references back to the technical proposal	
<b>Part II – Cost Proposal Submission Requirements</b>		
Part II submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Cost Proposal	
<b>Part III – Confidential Financial Information Submission Requirements</b>		
Part III submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Financial Information and Documentation	
<b>CD or Flash Drive Required</b>		
One (1)	Master CD or Flash Drive with the technical and cost proposal contents only	
One (1)	Public Records CD or Flash Drive with the technical and cost proposal public record contents only	
<b>Reference Questionnaire Reminders</b>		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)		

**13. ATTACHMENT A – 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 specific parts of the proposal 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 vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in a separate binder/file marked “**Part IB – Confidential Technical**” and “**Part III - Confidential Financial Information**”.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packaging 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.

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.*

Part IB – Confidential Technical Information			
YES		NO	
<b>Justification for Confidential Status</b>			

Part III – Confidential Financial Information			
YES		NO	
<b>Justification for Confidential Status</b>			

A Public Records CD or Flash Drive has been included for the Technical and Cost Proposal			
YES		NO	

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**This document shall be submitted in Section IV of vendor’s technical proposal**

**14. ATTACHMENT B – 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.
- (13) The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

\_\_\_\_\_  
Vendor Company Name

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**This document shall be submitted in Section IV of vendor’s technical proposal**

## 15. ATTACHMENT C – CONTRACT FORM

Vendors shall review the terms and conditions of the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the contract form with their proposal.

*Attachment C – Contract Form may be accessed and downloaded from the attachments tab in NevadEpro.com or by accessing the solicitation from the “Open Bids” selection on NevadaEPro.com prior to signing into an account.*

**16. ATTACHMENT D – INSURANCE SCHEDULE FOR RFP LS-20-02**

Vendors shall review the Insurance Schedule, as this shall be the schedule used for the Scope of Work identified within the RFP.

*Attachment D – Insurance Schedule may be accessed and downloaded from the attachments tab in NevadEpro.com or by accessing the solicitation from the “Open Bids” selection on NevadaEPro.com prior to signing into an account.*

**17. ATTACHMENT E – REFERENCE QUESTIONNAIRE**

The State of Nevada requires proposing vendors to submit business references. The purpose of these references is to document the experience relevant to the Scope of Work identified within the RFP and aid in the evaluation process.

<b>INSTRUCTIONS TO PROPOSING VENDOR</b>	
1.	Proposing vendor or vendor’s proposed subcontractor shall complete Part A of the Reference Questionnaire.
2.	Proposing vendor shall send the following Reference Questionnaire to each business reference listed for completion of Part C and Part D.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:  <div style="margin-left: 40px;">                     State of Nevada, Colorado River Commission of Nevada                      Subject:       <b>RFP LS-20-02</b>                      Attention:     <b>Robert D. Reese</b>                      Email:         breese@crc.nv.gov                      Fax:             702-486-2695                 </div> Please reference the RFP number in the subject line of the email or on the fax.
4.	The completed Reference Questionnaire shall be received <b><i>no later than 4:30 PM PT 08/24/2020</i></b>
5.	Business references are <b>not</b> to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process shall be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.

*Attachment E – Reference Questionnaire may be accessed and downloaded from the attachments tab in NevadEpro.com or by accessing the solicitation from the “Open Bids” selection on NevadaEPro.com prior to signing into an account.*

**18. ATTACHMENT F – PROPOSED STAFF RESUME**

*Attachment F – Proposed Staff Resume may be accessed and downloaded from the attachments tab in NevadEpro.com or by accessing the solicitation from the “Open Bids” selection on NevadaEPro.com prior to signing into an account.*

**19. ATTACHMENT G – COST SCHEDULE**

*Attachment G – Cost Schedule may be accessed and downloaded from the attachments tab in NevadEpro.com or by accessing the solicitation from the “Open Bids” selection on NevadaEPro.com prior to signing into an account.*



## Construction & Purchase/Installation of Equipment

### **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 the requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

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

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability of those stated below. An excess liability policy or umbrella liability policy may be used to meet the required liability requirements provided that the coverage is written on a "following form" basis.

#### **1. Commercial General Liability – Occurrence Form**

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

##### **Requirements:**

• 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: "To the full limits of liability required by this Contract, The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations".

#### **2. Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

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

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

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

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

#### **4. Builders' Risk Insurance or Installation Floater**

## Construction & Purchase/Installation of Equipment

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

- a. The State of Nevada, Colorado River Commission of Nevada, the Contractor and subcontractors, shall be Insureds on the policy.
  - b. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.
  - c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Nevada, has an insurable interest in the property required to be covered.
  - d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State.
  - e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
  - f. Policy shall contain a waiver of subrogation against the State of Nevada.
  - g. Contractor is responsible for the payment of all policy deductibles.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the State of Nevada, Colorado River Commission of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the limits of liability required by this Contract.
  2. The Contractor's insurance coverage shall apply on a primary basis.
- 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 **Robert Reese, 555 E. Washington Ave., Suite 3100, Las Vegas, NV 89101**. 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, or be renewed, for the duration of the project.

## Construction & Purchase/Installation of Equipment

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 **Robert Reese, 555 E. Washington Ave., Suite 3100, Las Vegas, NV 89101**. 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 endorsements required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall be \$1,000,000 per occurrence / \$2,000,000 aggregate.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the State Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services  
LS-20-02

### Pricing Proposal

#### Section I – Title Page

Part IA – Technical Proposal	
RFP Title:	Transmission and Distribution System Support Services
RFP #:	20-02
Vendor Name:	PAR Electrical Contractors, Inc.
Address:	4415 Andrews St. Las Vegas, NV 89081
Proposal Opening Date:	08/24/2020
Proposal Opening Time:	2:00pm



# PROPOSAL

Colorado River Commission

Transmission and Distribution System Support Services

LS-20-02



## Pricing Proposal

### Section II – Cost Proposal

## Cost Schedule for RFP LS-20-02 TRANSMISSION AND DISTRIBUTION SYSTEM SUPPORT SERVICES

Print or type all information.

### RATES

Legal Business Name: PAR Electrical Contractors, Inc.

DBA (doing business as, if applicable): N/A

Hourly Rate: Reference Included Table                      Overtime Rate: Reference Included Table

Weekend Rate: Reference Included Table                      Holiday Rate: Reference Included Table

Monthly Maintenance Rate: Reference Included Table

Quarterly Maintenance Rate: Reference Included Table

Annual Rate: Reference Included Table

Parts Mark-up:                      20%

*PAR Electrical Contractors requests to operate under the same agreement as previously held. Personnel rates are based on the Clark County Prevailing Wage plus a percentage to cover IBEW costs as well as overhead. Equipment costs are based on the Rental Rate in the Blue Book.*

# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services  
LS-20-02



## Pricing Proposal

### Personnel Rate Sheet

<b>Personnel Rates Build Up</b>					
Expire September 30, 2020 - New rates will be based on corresponding years prevailing wage rate sheet					
<b>Classifications</b>			<b>PAR RATES</b>		
			Prevailing Wage Rates for Clark County + 25%		
<b>Item</b>	<b>Description</b>	<b>Code</b>	<b>Straight</b>	<b>Overtime Time</b>	<b>Double Time</b>
1	General Foreman	GF	\$99.41	\$149.12	\$198.83
2	Foreman	FM	\$91.18	\$136.76	\$182.35
3	Lineman	JL	\$83.20	\$124.80	\$166.40
4	Operator	OP	\$67.84	\$101.76	\$135.68
5	Groundman	GM	\$55.05	\$82.58	\$110.10
6	Apprentice Step 1	AP1	\$49.92	\$74.88	\$99.84
7	Apprentice Step 2	AP2	\$54.08	\$81.12	\$108.16
8	Apprentice Step 3	AP3	\$58.24	\$87.36	\$116.48
9	Apprentice Step 4	AP4	\$62.40	\$93.60	\$124.80
10	Apprentice Step 5	AP5	\$66.56	\$99.84	\$133.12
11	Apprentice Step 6	AP6	\$70.72	\$106.08	\$141.44
12	Apprentice Step 7	AP7	\$74.88	\$112.32	\$149.76
13	Subsistence		\$5.00	per hour per worker	

Definitions for ST, OT, and DT will follow IBEW 396 Outside Line Contractors agreement.

*Straight Time = Monday - Friday from 6:00am - 2:30pm w/ 30 minute break*

*Overtime = Monday - Friday from 2:30pm – 10:00pm w/ 30 minute break, any (8) hour shift worked on Saturday from 6:00am - 10:00pm*

*Double Time = Monday - Saturday from 10:00pm - 6:00 am w/ 30 minute break, any time worked on a Sunday*

# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services  
LS-20-02

### Pricing Proposal

#### Equipment Rate Sheet

<b>Equipment Rates Build Up</b>			
Rates are based on the Rental Rate in the EquipmentWatch Blue Book 2020			
<b>Item</b>	<b>Description</b>	<b>Code</b>	<b>Hourly Rate</b>
1	Air Compressor- 160 - 249 CFM	AC185	\$ 17.72
2	Air Compressor- 250 - 449 CFM	AC250	\$ 29.20
3	Backhoe	BH	\$ 35.40
4	Bucket Truck: up to 60'	BT1	\$ 49.29
5	Bucket Truck: between 61-80'	BT2	\$ 61.83
6	Bucket Truck: between 81-100'	BT3	\$ 87.91
7	Bucket Truck: over 101'	BT4	\$ 112.08
8	Digger Derrick- 47 ft	DD1	\$ 67.14
9	Digger Derrick- 60 ft	DD2	\$ 69.98
10	Forklift	FL1	\$ 32.28
11	Flat Bed (4x4)- 1 3/4T diesel	FB1	\$ 28.66
12	Pickup Truck (4x4)- 3/4T diesel	PU1	\$ 16.40
13	Pickup Truck (4x4)- 1T diesel	PU2	\$ 19.30
14	Skidsteer	SSL	\$ 28.73
15	Tool van- large chassis- 24' box van	TV1	\$ 28.66
16	Trailer Pole	TLR1	\$ 9.14
17	Trailer Material	TLR2	\$ 12.52
18	Trailer Water w/Pump	TLR3	\$ 16.58
19	Trailer Flatbed/Equipment - Tandem Axle	TLR4	\$ 17.64
20	Truck Crane 23T	TC1	\$ 63.67
21	Truck Crane 33T	TC2	\$ 71.52
22	Truck Crane 38T	TC3	\$ 127.83

# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services  
LS-20-02

### Technical Proposal

#### Section I – Title Page

Part IA – Technical Proposal	
RFP Title:	Transmission and Distribution System Support Services
RFP #:	20-02
Vendor Name:	PAR Electrical Contractors, Inc.
Address:	4415 Andrews St. Las Vegas, NV 89081
Proposal Opening Date:	08/24/2020
Proposal Opening Time:	2:00pm





# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services

LS-20-02



## Technical Proposal

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# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services

LS-20-02

## Technical Proposal



### Section III – Vendor Information

# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services

LS-20-02



### Technical Proposal

V1	<b>Company Name</b>		
	PAR Electrical Contractors, Inc.		

V2	<b>Company Address</b>		
	Street Address:	4415 Andrews St.	
	City, State, Zip Code:	N. Las Vegas, NV 89081	

V3	<b>Telephone Numbers</b>			
		<b>Area Code</b>	<b>Number</b>	<b>Extension</b>
	Telephone:	702	644-8141	
	Fax:	702	644-8148	
	Toll Free:			

V4	<b>Contact Person for Questions / Contract Negotiations, including address if different than above</b>		
	Name:	Andrejs V Kukainis	
	Title:	Division Manager	
	Address:	4415 Andrews St, N. Las Vegas, NV 89081	
	Email Address:	<a href="mailto:AKukainis@parelectric.com">AKukainis@parelectric.com</a>	
	Telephone Number:	702-778-3499	
	Fax:	702-644-8148	

V5	<b>Name of Individual Authorized to Bind the Organization</b>		
	Name:	Andrejs V Kukainis	
	Title:	Division Manager	

V6	<b>Signature (<i>Individual shall be legally authorized to bind the vendor per NRS 333.337</i>)</b>		
	Signature:		Date:

# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services

LS-20-02

## Technical Proposal



### Section IV – State Documents

**13. ATTACHMENT A – 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 specific parts of the proposal 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 vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in a separate binder/file marked “**Part IB – Confidential Technical**” and “**Part III - Confidential Financial Information**”.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packaging 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.

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.*

Part IB – Confidential Technical Information			
YES		NO	X
Justification for Confidential Status			

Part III – Confidential Financial Information			
YES		NO	X
Justification for Confidential Status			

A Public Records CD or Flash Drive has been included for the Technical and Cost Proposal			
YES		NO	X

PAR ELECTRICAL CONTRACTORS, INC  
 Company Name

[Signature]  
 Signature

ANDREJS V KUKAINIS 8/21/20  
Date  
 Print Name

This document shall be submitted in Section IV of vendor’s technical proposal




**14. ATTACHMENT B – 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.
- (13) The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

PAR ELECTRICAL CONTRACTORS, INC  
Vendor Company Name

  
Vendor Signature

ANDREJS V KUKAINIS  
Print Name

8/21/20  
Date

**This document shall be submitted in Section IV of vendor's technical proposal**

## Attachment H – Certification Regarding Lobbying

1. Certification Regarding Lobbying (22CFR 227) The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will 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 Cooperative Agreement, 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 Federal appropriated funds have been paid or will 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 must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must 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, title 31, United States Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PAR ELECTRICAL CONTRACTORS, INC

Company Name

[Signature]

Signature

ANDREAS KUKANIS

Print Name

8/21/20

Date



# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

PAR ELECTRICAL CONTRACTORS, INC.

**Nevada Business Identification # NV19931031312**

**Expiration Date: 02/28/2021**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

**License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.**



Certificate Number: B20200131549878

You may verify this certificate  
online at <http://www.nvsos.gov>

IN WITNESS WHEREOF, I have hereunto set my  
hand and affixed the Great Seal of State, at my  
office on 01/31/2020.

*Barbara K. Cegavske*

BARBARA K. CEGAVSKE  
Secretary of State



Southern Nevada Office  
2310 Corporate Circle, Suite 200  
Henderson, Nevada 89074  
(702) 486-1100

Northern Nevada Office  
5390 Kietzke Lane, Suite 102  
Reno, Nevada 89511  
(775) 688-1141

# STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that  
**PAR ELECTRICAL CONTRACTORS INC**

Licensed since September 14, 2001

License No. **0051518**

Is duly licensed as a contractor in the following classification(s):

**PRINCIPALS:**

DANIEL GOVIN, President  
DENA CROSSMAN, Assistant Secretary  
MICHAEL HUBSKY, QI

**A General Engineering**

LIMIT: **Unlimited**  
EXPIRES: **09/30/2021**



*Kurt Ay*  
\_\_\_\_\_  
Chair, Nevada State Contractors Board



### STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN:

PAR ELECTRICAL CONTRACTORS INC  
4770 N BELLEVIEW AVE  
STE 300  
KANSAS CITY, MO 64116-2188

LIC. NO.  
0051518

EXPIRES:  
09/30/2021

LIMIT: Unlimited

Class: A

### STATE OF NEVADA STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511  
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

### POCKET CARD RE-ORDER FORM

Enclosed is \$ \_\_\_\_\_ to cover the cost of \_\_\_\_\_ additional pocket cards at ten dollars (\$10.00) each.

Firm Name \_\_\_\_\_

License No. \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

PAR ELECTRICAL CONTRACTORS INC  
4770 N BELLEVIEW AVE  
STE 300  
KANSAS CITY, MO 64116-2188



Southern Nevada Office  
2310 Corporate Circle, Suite 200  
Henderson, Nevada 89074  
(702) 486-1100

Northern Nevada Office  
5390 Kietzke Lane, Suite 102  
Reno, Nevada 89511  
(775) 688-1141

# STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that  
**PAR ELECTRICAL CONTRACTORS INC**

Licensed since December 02, 1993

License No. **0036500**

Is duly licensed as a contractor in the following classification(s):

**PRINCIPALS:**

STEPHEN ADAMS II, President  
DENA CROSSMAN, Assistant  
Secretary  
MICHAEL HUBSKY, QI

**C-2 Electrical**

LIMIT: **Unlimited**  
EXPIRES **12/31/2021**

  
\_\_\_\_\_  
Chair, Nevada State Contractors Board



**STATE OF NEVADA  
CONTRACTORS LICENSE**

THIS IS TO CERTIFY THAT THE COMPANY  
LISTED BELOW IS LICENSED IN THE STATE OF  
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

PAR ELECTRICAL CONTRACTORS INC  
4770 N BELLEVIEW AVE  
STE 300  
KANSAS CITY, MO 64116-2188

LIC. NO.  
0036500  
EXPIRES:  
12/31/2021

LIMIT: Unlimited

Class: C-2

**STATE OF NEVADA  
STATE CONTRACTORS BOARD**

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511  
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

**POCKET CARD RE-ORDER FORM**

Enclosed is \$ \_\_\_\_\_ to cover the cost of \_\_\_\_\_ additional  
pocket cards at ten dollars (\$10.00) each.

Firm Name \_\_\_\_\_

License No. \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

PAR ELECTRICAL CONTRACTORS INC  
4770 N BELLEVIEW AVE  
STE 300  
KANSAS CITY, MO 64116-2188





# NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271  
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190

## **SPECIALTY CONTRACTORS RESTRICTED** **CERTIFICATE OF ELIGIBILITY** **PER NRS 338.147 and NRS 338.1389**

CERTIFICATE NUMBER: **SBPC-03-05-09-0045**

**PAR ELECTRICAL CONTRACTORS INC** (HEREIN THE "CONTRACTOR")  
NEVADA STATE CONTRACTORS LICENSE NUMBER: **0036500** ORIGINAL ISSUE  
DATE: **12/02/1993** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **C-2 -**  
**ELECTRICAL CONTRACTING** MONETARY LICENSE LIMIT: **UNLIMITED**  
STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA  
STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN  
THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS)  
338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC  
ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS  
PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147  
AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS  
338.147(3), THE ABOVE-NAMED CONTRACTOR AND A CERTIFIED PUBLIC  
ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN  
AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF  
PERJURY, CERTIFYING THAT THE CONTRACTOR IS QUALIFIED TO RECEIVE A  
PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND  
OTHER MATTERS RELATING THERETO **WHEN ACTING AS A PRIME CONTRACTOR**  
**ON THE SPECIFIC PUBLIC WORKS PROJECT FOR WHICH THIS CERTIFICATE IS**  
**SUBMITTED BY THE CONTRACTOR.**

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **JANUARY 1, 2020** AND  
EXPIRES ON **DECEMBER 31, 2020**, UNLESS SOONER REVOKED OR  
SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

*Nancy Mathias*

*12/14/2019*

NANCY MATHIAS, LICENSING ADMINISTRATOR      DATE  
FOR MARGI GREIN, EXECUTIVE OFFICER



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.



# **PROPOSAL**

## **Colorado River Commission**

Transmission and Distribution System Support Services

LS-20-02

## **Technical Proposal**

### **Section V – Scope of Work**

# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services  
LS-20-02



## Technical Proposal

### 3.1 SERVICES TO BE PERFORMED

3.1.1 - The services to be performed by the Contractor is to provide a mechanism under which the CRCNV can request minor construction and maintenance related support services from the Contractor on an as requested basis. When minor construction or maintenance related tasks are identified by the CRCNV, the CRCNV shall prepare a written Task Authorization describing the work to be performed and the time during which the Work is to be completed. The Contractor shall then be requested to provide a detailed cost estimate for the Work. If the Contractor agrees to perform the Work and if the Contractor and the CRCNV agree upon the cost of the Work, the Task Authorization shall be finalized and executed by both Parties. Once signed by both Parties; the Contractor shall complete the Work as detailed in the Task Authorization.

**PAR Response: Understood and Agreed**

3.1.2 - There is no guarantee by the CRCNV regarding the amount of Work that the Contractor will be requested to perform during the term of this Contract.

**PAR Response: Understood and Agreed**

### 3.2 - WORK BY THE CRC

3.2.1 - The CRCNV will perform all switching at substation facilities in support of the Work by the Contractor.

**PAR Response: Understood and Agreed**

3.2.2 - The CRCNV will provide reasonable access to the transmission and distribution facilities, 7:00 a.m. to 5:00 p.m., Monday through Friday during periods which work has been scheduled.

**PAR Response: Understood and Agreed**

3.2.3 - The CRCNV may provide 120/240-volt station service power when indicated in a written Task Authorization.

**PAR Response: Understood and Agreed**

3.2.4 - The CRCNV, subject to availability, may provide a designated area for Contractor's use to store tools, equipment and materials as indicated in a written Task Authorization.

**PAR Response: Understood and Agreed**

3.2.5 - The CRCNV will provide drawings and technical data related to its transmission and distribution system to the Contractor as necessary in order for the Contractor to perform the Work. Copies of documents obtained pursuant to this Contract shall be returned to the CRCNV upon termination of this Contract.

**PAR Response: Understood and Agreed**



# **PROPOSAL**

## **Colorado River Commission**

Transmission and Distribution System Support Services

LS-20-02

## **Technical Proposal**

### **Section VI – Company Background and References**



# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services  
LS-20-02

### Technical Proposal

#### 4.1.1 - Company Information

Question	Response
Company Name:	<b>PAR Electrical Contractors</b>
Ownership (sole proprietor, partnership, etc.):	<b>Corporation</b>
State of incorporation:	<b>Missouri</b>
Date of incorporation:	<b>1954</b>
# of years in business:	<b>66</b>
List of top officers:	<b>Dan Govin - President Debbie George – CFO George Coleman – Sr. Vice President</b>
Location of company headquarters, to include City and State:	<b>4470 N. Belleview Ave, Ste 300, Ste 300 Kansas City, MO 64116</b>
Location(s) of the office that shall provide the services described in this RFP:	<b>4415 Andrews St. N. Las Vegas, NV 89081</b>
Number of employees locally with the expertise to support the requirements identified in this RFP:	<b>85</b>
Number of employees nationally with the expertise to support the requirements in this RFP:	<b>2,000</b>
Location(s) from which employees shall be assigned for this project:	<b>4415 Andrews St. N. Las Vegas, NV 89081</b>

#### 4.1.4 - Nevada Business License

Question	Response
Nevada Business License Number:	<b>NV19931031312</b>
Legal Entity Name:	<b>PAR ELECTRICAL CONTRACTORS, INC.</b>

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes	<b>X</b>	No	
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4.1.6 - Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes	<b>X</b>	No	
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# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services  
LS-20-02



### Technical Proposal

If "Yes," complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	<b>NDOT</b>
State agency contact name:	<b>Contract 3653 Alma Ramirez</b>
Dates when services were performed:	<b>2017 - 2019</b>
Type of duties performed:	<b>Intelligent Traffic System infrastructure improvement</b>
Total dollar value of the contract:	<b>\$9,434,493.00</b>

Question	Response
Name of State agency:	<b>NDOT</b>
State agency contact name:	<b>Contract 3762 Alma Ramirez</b>
Dates when services were performed:	<b>AUG 2019 – Present</b>
Type of duties performed:	<b>Intelligent Traffic System infrastructure improvement</b>
Total dollar value of the contract:	<b>\$8,818,989</b>

4.1.7 - Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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4.1.8 - 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. 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.

Does any of the above apply to your company?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

4.1.12 Financial Information and Documentation

Dun and Bradstreet Number





# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services  
LS-20-02

### Technical Proposal

**00-785-7451**

4.1.1.2 Federal Tax Identification Number

**44-0591890**

#### 4.2 – Subcontractor Information

4.2.1 – Does this proposal include the use of subcontractors?

Yes		No	<b>X</b>
-----	--	----	----------

# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services  
LS-20-02



## Technical Proposal

### Contractor Qualification

PAR has been offering the full range of construction services for substations, overhead and underground distribution and transmission lines for over 50 years. Our crews are trained and equipped to handle all voltages and sized projects from 4kV kV distribution to six-bundle 765 kV transmission. Below is a list of work completed by PAR from some of our customers. A longer list of customers and projects can be provided if required.

Customer	Project	Completed
<b>American Electric Power</b>	AEP-APCO, WV Distribution: Engineer/Construction-Distribution pole change-out and repair partnership engineer QUES	2019
	Clintwood 69 kV: Rebuild of 5.3 mile 69 kV transmission line including all roads, foundations, poles, conductor, and helicopter support	2017
	Reynolds-Meadow Lake (South of Reynolds): Rebuild the existing Dequine-Olive 345 kV line from Reynolds (NIPSCO) Station to Meadow Lake Station. The new line uses the BOLD Lattice tower design. Line will reroute into new 345 kV bus at Reynolds Station. Both circuits, Meadow Lake SW – Olive No. 1, and Meadow Lake SW – Olive No. 2, will be routed into the new station bays. Conductor is 3 bundle, Cardinal 954,000 CM 54/7 ACSR. Shield wire is 2 - 48 Fiber OPGW.	2016
<b>Arizona Public Service Company</b>	Coconino Verde OPGW Installation: Construction of all access improvements required for site access, replacement of the existing shield wire and hardware with new 432 count fiber optic spanning 33.1 miles; replaced 19 230 kV structures, one stub structure, and reinforcement of 43 existing 230 kV structures.	2019
<b>Bonneville Power Administration</b>	John Day Grizzly No.1 & No.2 OHGW Replacement: Replaced 18 miles of transmission line OHGW (nine miles each of John Day Grizzly No.1 and No.2) and wrecked out the MORO test line, comprised of six steel structures.	2019
	Albany-Salem #1 Wood Pole Replacement: Rebuild the Albany-Salem No.1, 24 miles of H-frame wood pole 115 kV line; complete tear down and rebuild of line includes wood pole H-Frame construction, complete procurement of all materials, 636 ACSR conductor, approximately 60 TSPs, 20 miles of road improvement, new ROW roads and transfer of existing fiber optic	2017
	Kalispell-Kerr No. 1 115 kV Wood Pole Line Rebuild and Fiber Addition: Rebuild the Kalispell-Kerr No. 1 wood pole 115kV line, 42 miles of wood H-Frame construction	2017
<b>City of Boulder</b>	Procurement of all materials and construction of a 69 kV transmission loop with 12 kV underbuilt	2018

# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services

LS-20-02



### Technical Proposal

<b>Midwest Energy, Inc.</b>	Gem to Colby 115 kV T-line: Constructed seven miles of 115 kV transmission line in Colby, KS	2019
	Transmission construction on the Chetolah Creek overhead line; the substation was one of Midwest Energy's largest construction projects in 2016, the substation helped relieve transmission congestion in the Hays area.	2016
<b>NiSource</b>	Reynolds-Topeka - Approximately 100 miles of new construction, 345 kV overhead transmission line in Northwestern Indiana, using 493 monopole structures (301 drilled pier foundations, 192 direct embed). Helicopter construction support. Included erection of two A-Frame structures within the Reynolds Substation (Exterior A-Frame and Interior A-Frame)	2017
<b>NorthWestern Energy</b>	Baseline to Meridian 100 kV reconductor: Re-conducted 3.81 miles of existing transmission 100 kV 556 MCM ACSR with 556 ACSS-TW from N.W.E. Baseline substation to the N.W.E. Meridian substation. Work also includes a new OPGW cable installed at the shield wire portion.	2019
	Bozeman Segments: Distribution underground including 1) bore 1462' single phase, pulled in 1462' cable, reset five single phase transformer, set one new single phase transformer, installed new primary single-phase riser, and 2) Sourdough 46, Bore 3044' single phase, bore 233' of three-phase, pulled in 3277' of cable, reset nine single-phase transformers, set four new single-phase transformer, reset one three-phase TX, installed two new single phase J cans, installed three new single-phase primary risers and one new three-phase primary riser	2019
	Hardin Underground Segments: Bore 1.265 ft. single conduit, trenched 45 ft. single conduit, pulled cable, reset four single-phase transformers, installed two new single phase transformers, reset one single phase junction can, installed two new single phase risers. Also bore 3000 ft. single phase conduit, trenched 120 ft. single phase conduit, pulled cable, reset one single phase transformer, installed two new single phase transformers, reset one 3-phase transformer, reset single phase junction can, installed three new single phase risers, installed one new 3-phase riser.	2018
<b>NV Energy</b>	Excalibur MGM 69 kV Underground: Replaced a total of approximately 6,900' phase feet of 2000MCM 69 kV underground transmission cable, installed cable and assisted the cable manufacturer in installing the terminations on steel poles, installed temporary 69 kV wood pole line approximately 800' long to facilitate outages on the underground cable, replaced 69 kV	2019

# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services

LS-20-02



### Technical Proposal

	UG circuit approximately 550' long, removed and disposed of cable, modified existing steel poles, installed new 2000KCMIL 69 kV cable; PAR assisted the manufacturer with the terminations	
	Tier 2 Transmission and Distribution Pole Inspections: Inspected approximately 10,000 poles in Elko, Winnemucca, Minden, Virginia City, and Verdi, Nevada	2019
	NW Mercury 138 kV Phase 2: Rebuild 10.96 miles of 138 kV overhead transmission lines, the line spans between Canyon and Radar Substations; replaced 96 aging utility poles	2019
	Mill Street #2: Distribution overhead 4 kV-25 kV conversion, removed and replaced 29 wood poles, re-conducted 1,500 CFT of primary and secondary circuits, installed new overhead transformers and switches	2019
	1102 Line Rebuild Steamboat to South Meadows: Rebuild two miles of 120 kV transmission line, new line consists of single steel pole construction, five self-supporting poles on foundations, conductor to be single 1026 ACCC "Drake" w/OPGW; wreck out wood H-structures and 636 conductor.	2019
	On Line Fiber Repair Str 87: Made repairs to OPGW on a 500 kV line at two separate locations, modified towers for new deadends and splice boxes; Replaced approximately 1.5 miles of OPGW, spliced OPGW and welded vangs to towers for modifications	2019
<b>Pacific Gas and Electric</b>	Cresta-Rio Oso 230 kV transmission line Phase 2: Installed three Delta top cage extensions on box top towers, installed three-pole TSP, Removed lattice tower, retensioned four spans	2019
	EGI Solar Bundle: Installed four tubular steel poles with foundations, four spans of conductor into 230 kV Padre Flat Loop; Reconducted approximately four miles of 70 kV line including 61 wood poles to light duty steel pole replacements	2019
	PG&E Palermo-Colgate 230 kV Dampers: Installed one deadend conversion, raised conductor at two structures, and installed vibration dampers on various structures of the Colgate-Rio Oso/Palermo-Colgate 230 kV transmission lines	2019
	Volta 1102 Fire Hardening: Replaced approximately 36 miles of 12 kV overhead distribution with tree wire and replaced approximately 1,000 wood poles	2019
	WSIP Indian Flat Shoofly Installed at Exchequer-Yosemite 70 kV Circuit: Installed wood 65' pole flying bells and tap off transmission conductor to switch pole, installed aerial taps, installed wood 65' pole, increased insulator spacing to 115 kV Standard 8.5', installed temporary H-Frame structure	2019

# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services

LS-20-02



### Technical Proposal

<b>PPL</b>	Quarryville Segment 3A: Wreck out and rebuild of approximately 10 miles of 69 kV transmission overhead double circuit, work included E&S, roads, pads, foundations (by Longfellow), and restoration	2019
	Siegfried Harwood Shunts: Installation of midspan and deadend shunts on 230 kV transmission line	2019
	Danville Area Reliability Project Segments 2A & 4: Rebuild existing 69 kV overhead transmission line, approximately 0.5 miles on new single circuit and approximately 5.8 miles double circuit, relabeled structures with new line name, installed single 48-CT fiber for approximately 1.2 miles	2019
	NLRP A3 - Hosensack-Wescosville 69 kV Transmission Rebuild: Rebuild two existing circuits supported on lattice towers, wood single poles, and wood H-frame structures between existing PPL Wescosville and Hosensack Substations including two separate taps off the mainline to Alton Park and Mack Substations respectively, for approximately 18 miles	2019
	Montour Sunbury Shunts: Installation of midspan and deadend shunts on 230 kV transmission line.	2019
<b>San Diego Gas &amp; Electric</b>	FiRM C212: Wood to steel distribution pole replacement on the C212 project located near Warner Springs, CA. Replaced and reconducted approximately 1,310 poles (1,041 are replacement)	2019
	Orange Ave 20A Underground Distribution Conversion: Provided approximately 5,000 feet of main trench and boxes to install electric, telephone, cable, TV and street lights; approximately 2,500 feet of service trenched to residents for electric, TV and telephone service	2019
	Rebuild of existing 69 kV overhead transmission wood pole line with 12 kV underbuild; new line will be on tubular steel poles, 54 direct embed, and 13 engineered foundation poles; new conductor for the 69 kV and 12 kV for a total of approximately 4.4 miles	2019
	Sun Meadow DIMP Gas Replacement: Installed underground distribution, 2900 feet by 2 inch Poly with 17 services	2019
	Overhead Distribution Audit Work: Distribution inspections and Audit Punch List work	2019
	Installed one 69 kV overhead transmission cable pole along with three 69 kV deadends, three terminators, and three lightning arrestors, installed one steel 69 kV Y-drop pole along with three	2019

# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services

LS-20-02



### Technical Proposal

	69 kV deadends to tie-in to Ranch Bernardo Substation; removed one 69 kV cable pole, one steel stub pole and foundation, removed approximately 43,600 feet of 69 kV overhead conductor, four wood poles and three weathered steel poles; topped off 10 wood poles and 17 steel poles two feet above the 12 kV distribution	
<b>Solutions AEC</b>	NAFB Virtual Facility: Excavated and installed approximately 3800 feet of 4-inch underground distribution duct bank and installed fiber optic cable (12 ct., 24 ct., 144 ct.) copper communications cable (50 ct., 200ct.) and two communication pull boxes	2019
<b>Southern California Edison</b>	Transmission underground work: installed approximately 432 feet of 1-inch to 5-inch conduit, installed approximately 432 foot of 1 1/4-inch innerduct, installed approximately 550 feet of 96-SMF DCM leave 100-foot splice loop, raised three manhole lids to grade and repair AC, installed approximately 1764 feet of 1 1/4-inch innerduct, installed approximately 2,000 feet of 96-SMF DCM leave 100-foot splice loop	2019
	Moorpark-Pardee Bird Deterrent Work: Installed bird deterrents on 386 transmission overhead lattice steel towers, tower steel repair, miscellaneous road work	2019
	Big Creek #1: Reconductored 68 miles of transmission overhead line	2019
	Pardee-Pastoria: Reconductored 38 miles of transmission overhead line	2019
<b>Southwestern Power Authority</b>	Reconductor a section of double circuit 161 kV transmission line from Carthage, MO to La Russell, MO. Installed OPGW in substations at both ends into control houses	2016
<b>Valley Electric Association</b>	Fiber Installation: Installation of approximately 25 miles of 48 count ADSS fiber from VEA Valley substation to Johnnie Corner	2019
	OPGW repairs completed on approximately 393 structures covering three 230 kV line sections	2016
	Replaced 56 138 kV cross arms and four full structure replacements for damage or clearance mitigation on the Lathrop Switch Jackass Flats Substation transmission line.	2016

# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services  
LS-20-02

## Technical Proposal



### Company References

Mike Curby  
NV Energy  
Construction Mgmt Manager  
Office: 702-402-5364  
Cell: 702-595-1580  
[mcurby@nvenergy.com](mailto:mcurby@nvenergy.com)

Jeff Holley  
Valley Electric Association, Inc.  
System Engineer  
Office: 775-727-2720  
Cell: 775-513-0461  
[jeffh@vea.coop](mailto:jeffh@vea.coop)

Jim Keane  
City of Boulder City  
P.E., City Engineer  
Office: 702-293-9200  
[jkeane@bcnv.org](mailto:jkeane@bcnv.org)

Mark McClure  
Novinium Inc.  
Program Manager  
Cell: 480-889-4489  
[Mark.McClure@Novinium.com](mailto:Mark.McClure@Novinium.com)

# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services

LS-20-02

## Technical Proposal

### Section VII – Staff Resumes





**PROPOSED STAFF RESUME FOR RFP LS-20-02**

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

<b>Company Name Submitting Proposal:</b>		<i>PAR Electrical Contractors</i>	
<b><i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.</i></b>			
<b>Contractor</b>	<b>X</b>	<b>Subcontractor</b>	

<b><i>The following information requested pertains to the individual being proposed for this project.</i></b>			
<b>Name:</b>	<i>Andrejs Kukainis</i>	<b>Key Personnel: (Yes/No)</b>	<b>Yes</b>
<b>Individual's Title</b>	<i>Division Manager</i>		
<b># of Years in Classification:</b>	<b>1</b>	<b># of Years with Firm:</b>	<b>5</b>

**BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE**  
*Information should include a brief summary of the proposed individual's professional experience.*

Mr. Kukainis joined PAR in 2015 and brought with him more than 10 years of leadership experience, both in the military and in a corporate setting. Since 2004, he has held a leadership position where he was responsible for planning, resourcing, and executing operations; as well as being personally responsible for high dollar equipment and facilities.

**RELEVANT EXPERIENCE**  
*Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.*

**PAR Electrical Contractors, Inc.**

Division Manager

2015 – Present

- Program manager of a 50,000 transmission asset inspection and repair program with over 700 personnel.
- Project manager of various transmission, distribution and substations new construction and repair projects.

**Intertek**

Project Manager and Account Manager

2013 – 2015

- Negotiated and closed orders as well as planned and managed engineering testing and verification projects. Personally managed one site with \$5M yearly revenue.

**US Army**

Company Commander

2011-2013

- Led a route clearance company deployed to Afghanistan. Responsible for the training, discipline, morale, readiness, and health of 190 soldiers. Also responsible for the maintenance and readiness of all equipment valued in excess of \$100M.

**US Army**

Division and Battalion Staff Officer

2008-2011

- Operations officer for the 10th Mountain Division Engineer Cell and the 7th Engineer Battalion Plans Center. Planned, resourced, and tracked all training for deployment.
- Battalion human resource manager responsible for performance evaluations, promotions, staffing, equal opportunity compliance, legal support, and military pay/benefits of 650 personnel.

**US Army**

Company Officer  
2004-2007

- Company Executive office for a 161 Soldier company deployed to Iraq conducting force protection construction, road construction, and clearing operations.
- Platoon leader of 17 US and Korean Soldiers stationed in Korea.

#### **Project Experience**

##### **NIPSCO – Reynolds to Topeka 345 kV Transmission Line**

- 100 miles of new 345 kV transmission line

##### **AEP – Sorenson to Robinson Park 345 kV Transmission Line**

- Rebuild 21 miles of 345 kV transmission utilizing new BOLD transmission design

##### **Duke Energy – Mitchell Substation**

- Rebuild of 138 kV Substation

##### **Xcel Energy Projects**

- Transmission repair and new installation projects up to 230 kV including new line installation, structure replacement, re-conductoring as well as OPGW and OHSW replacement, and foundation installation.
- Extensive helicopter use on Xcel projects

##### **PG&E – Transmission Inspection and Repair Program**

- Inspection and repair of transmission assets up to 500 kV across central and northern California

#### **EDUCATION**

*Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.*

United States Merchant Marine Academy  
*Bachelor of Science in Mechanical Engineering*  
Kings Point, NY  
2000-2004

Missouri Science and Technology  
*Master of Science in Civil Engineering*  
Rolla, MO  
2011-2012

#### **CERTIFICATIONS**

*Information required should include: type of certification and date completed/received.*

OHSA 10 and 30-hour Safety and Health Training  
Six Sigma Green Belt

#### **REFERENCES**

*A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.*

Jim Keane, P.E., City Engineer  
City of Boulder City  
401 California Avenue, Boulder City, NV 89005  
(702) 293-9200 / [jkeane@bcnv.org](mailto:jkeane@bcnv.org)

Fatima Bouzidi  
NV Energy  
Maintenance Manager  
Office (702) 402-4406  
Cell (702) 375-8516

[FBouzidi@nvenergy.com](mailto:FBouzidi@nvenergy.com)

Dusty Alook

APS

Project Manager - PMO

2043 W. Cheryl Drive, Phoenix, AZ 85021

Office 602.371.6524

Cell 480.240.0122

[dusty.alook@aps.com](mailto:dusty.alook@aps.com)

**PROPOSED STAFF RESUME FOR RFP LS-20-02**

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

<b>Company Name Submitting Proposal:</b>		<i>PAR Electrical Contractors</i>	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.</i>			
<b>Contractor</b>	<b>X</b>	<b>Subcontractor</b>	

<i>The following information requested pertains to the individual being proposed for this project.</i>			
<b>Name:</b>	<i>Matt Clogston</i>	<b>Key Personnel: (Yes/No)</b>	<b>Yes</b>
<b>Individual's Title</b>	<i>Superintendent</i>		
<b># of Years in Classification:</b>	<b>6</b>	<b># of Years with Firm:</b>	<b>15</b>

**BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE**  
*Information should include a brief summary of the proposed individual's professional experience.*

Mr. Clogston has more than 30 years of experience in the power construction industry. Matt's responsible for overseeing all operations for southern Nevada, Arizona, and the transmission construction oversight for the northern Nevada. Matt has a wide range of transmission and distribution experience working on 7.2 kV, 14.4 kV, 34.5 kV, 69 kV, 138 kV, 230 kV, and 500 kV circuits; his experience and leadership abilities make him a vital asset to the PAR team.

**RELEVANT EXPERIENCE**  
*Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.*

**PAR Electrical Contractors, Inc.**  
 Superintendent and General Foreman  
*October 2005 – Present*

**Sturgeon Electric**  
 Journeyman Lineman  
*November 2004 – October 2005*

**DynCorp RSS**  
 Journeyman Lineman  
*November 2003 – 2004*

**Henkels & McCoy**  
 Foreman/Journeyman Lineman  
*August 2003 – October 2003*

**Sturgeon Electric**  
 Foreman/Journeyman Lineman  
*June 2003 – August 2003*

**PAR Electrical Contractors, Inc.**  
 Line Crew Foreman  
*June 1998 – May 2003*

## **Project Experience**

- 230kV Transmission Line – Vista to Northwest - 63 miles of new construction
- 230 kV / 69 kV Transmission Line – Quad Circuit - 26 miles of new construction
- 138 kV Transmission Line – Innovation to Mercury – 7 miles of new construction
- 14.4/29.9 kV Distribution Line – Beatty – 20 miles of new construction
- 230 kV Substation – Desert View & Pahrump
- 138 kV Substation – Mercury
- 69 kV Substation – Colorado River Commission
- Solar Project – Sunpower – Solar power overhead and underground new construction
- Transmission projects including structure replacement, foundation removal and installation, conductor removal and installation, OPGW/ADSS removal and installation, energized repair, and emergency storm repair on 69 kV, 138 kV, 230 kV, and 500 kV circuits
- Distribution projects including pole replacement, hardware and equipment replacement, and emergency storm repair.
- Underground distribution construction for commercial and residential including repair, installation, and maintenance.
- Substation construction including installing new substation, expanding existing substation, and repair/maintenance.

## **EDUCATION**

***Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.***

IBEW Journeyman Lineman

## **CERTIFICATIONS**

***Information required should include: type of certification and date completed/received.***

IBEW Journeyman Lineman  
OSHA 10- and 30-hour Safety and Health Training  
CPR/First AID/AED  
NV Energy Qualified Switching Class  
Competent Climber (Includes Fall Protection)  
Pole Top Rescue  
Bucket Truck Rescue  
Vault Rescue  
Confined Space  
Lock Out/Tag Out  
Barehand Maintenance  
Equipotential Grounding and Mechanical Equipment  
Hot Stick Training  
EB&G Personal Protective Grounding Class  
Desert Tortoise Training  
NECA – Mutual Gains and Bargaining

## **REFERENCES**

***A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.***

Marvis E. Poole  
Electrical Distribution Supervisor  
Boulder City  
[mpoole@bcnv.org](mailto:mpoole@bcnv.org)

702.293.9249

Mike Curby  
NV Energy  
Construction Mgmt Manager  
Office: 702-402-5364  
Cell: 702-595-1580  
[mcurby@nvenergy.com](mailto:mcurby@nvenergy.com)

Jeff Holley  
System Engineer  
Valley Electric Association, Inc.  
(775) 727-2720 office  
(775) 513-0461 cell  
[jeffh@vea.coop](mailto:jeffh@vea.coop)



# CERTIFICATE OF LIABILITY INSURANCE

10/31/2020	DATE (MM/DD/YYYY) 4/14/2020
------------	--------------------------------

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td><b>INSURER B:</b> ACE Property &amp; Casualty Insurance Co</td> <td>20699</td> </tr> <tr> <td><b>INSURER C:</b> Various Lloyd's Syndicates</td> <td></td> </tr> <tr> <td><b>INSURER D:</b> Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Old Republic Insurance Company	24147	<b>INSURER B:</b> ACE Property & Casualty Insurance Co	20699	<b>INSURER C:</b> Various Lloyd's Syndicates		<b>INSURER D:</b> Illinois Union Insurance Company	27960	<b>INSURER E:</b>		<b>INSURER F:</b>
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<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> 1372473 PAR ELECTRICAL CONTRACTORS, INC. - DIVISION # 90 A QUANTA SERVICES COMPANY 4770 N. BELLEVIEW AVE., SUITE 300 KANSAS CITY MO 64116-2188															

**COVERAGES**      **CERTIFICATE NUMBER: 14559887**      **REVISION NUMBER: XXXXXXXX**

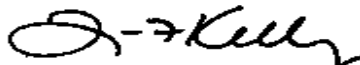
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	MWZY 313093 20 MWZX 313095 20	5/1/2020 5/1/2020	5/1/2021 5/1/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	MWTB 313092 20. MWZX 313091 20	5/1/2020 5/1/2020	5/1/2021 5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	N	N	XOO G27972032 005	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 313094 20	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Professional Liability Pollution Liability	N	N	GLOPR1901572 G24882895 006	10/31/2019 10/31/2019	10/31/2020 10/31/2020	\$ 1,000,000 Each Occ./Agg. \$ 1,000,000 Each Occ./Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

<b>14559887</b>  To Whom It May Concern To Whom It May Concern To Whom It May Concern TX 000000000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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**QUANTA SERVICES, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

**17. QUARTERLY FINANCIAL DATA (UNAUDITED):**

The table below sets forth the unaudited consolidated operating results by quarter for the years ended December 31, 2018 and 2017 (in thousands, except per share information).

	For the Three Months Ended			
	March 31,	June 30,	September 30,	December 31,
<b>2018:</b>				
Revenues	\$ 2,417,576	\$ 2,656,348	\$ 2,985,281	\$ 3,112,218
Gross profit	301,048	333,371	425,830	419,715
Net income	38,611	74,706	124,899	57,791
Net income from continuing operations attributable to common stock	37,614	74,365	124,551	56,816
Basic earnings per share from continuing operations attributable to common stock	\$ 0.24	\$ 0.49	\$ 0.82	\$ 0.38
Diluted earnings per share from continuing operations attributable to common stock	\$ 0.24	\$ 0.48	\$ 0.81	\$ 0.38
<b>2017:</b>				
Revenues	\$ 2,178,170	\$ 2,200,374	\$ 2,609,307	\$ 2,478,627
Gross profit	266,188	302,165	350,631	322,876
Net income	48,440	64,360	89,849	115,576
Net income from continuing operations attributable to common stock	48,267	63,837	89,313	113,561
Basic earnings per share from continuing operations attributable to common stock	\$ 0.31	\$ 0.41	\$ 0.57	\$ 0.72
Diluted earnings per share from continuing operations attributable to common stock	\$ 0.31	\$ 0.41	\$ 0.56	\$ 0.72

During the fourth quarter of 2018, Quanta recorded asset impairment charges of \$49.4 million (\$36.5 million net of tax) related to the winding down of certain oil-influenced operations and assets and net tax charges of \$36.0 million, as further described in Note 9 and primarily related to Quanta's final assessment of the Tax Act enacted on December 22, 2017 and for which regulations have been issued during 2018. During the fourth quarter of 2017, Quanta recorded one-time tax benefits as further described in Note 9 and asset impairment charges of \$58.1 million (\$36.6 million net of tax), which were primarily associated with two reporting units within its Pipeline and Industrial Infrastructure Services Division. Specifically, a reporting unit that provides material handling services experienced lower operating margins and was expected to continue to face a highly competitive environment in its select markets, and a reporting unit that provides marine and offshore services experienced prolonged periods of reduced revenues and operating margins and was expected to continue to experience lower levels of activity in the U.S. Gulf of Mexico and other offshore markets.

The sum of the individual quarterly earnings per share amounts may not equal year-to-date earnings per share as each period's computation is based on the weighted average number of shares outstanding during the period.



**QUANTA SERVICES, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

During the year ended December 31, 2018, Quanta entered into a non-cash transaction whereby Quanta accepted title to a marine industrial property appraised at \$6.4 million in exchange for a construction barge. During the year ended December 31, 2017, Quanta entered into a non-cash transaction whereby Quanta accepted title to a construction barge in satisfaction and discharge of a \$7.1 million note receivable.

**17. QUARTERLY FINANCIAL DATA**  
**(UNAUDITED):**

The table below sets forth the unaudited consolidated operating results by quarter for the years ended December 31, 2019 and 2018 (in thousands, except per share information).

	<b>For the Three Months Ended</b>			
	<b>March 31,</b>	<b>June 30,</b>	<b>September 30,</b>	<b>December 31,</b>
<b>2019:</b>				
Revenues	\$ 2,807,259	\$ 2,839,199	\$ 3,352,895	\$ 3,112,800
Gross profit	\$ 363,981	\$ 319,505	\$ 473,445	\$ 443,321
Net income	\$ 121,035	\$ 28,459	\$ 137,022	\$ 120,299
Net income attributable to common stock	\$ 120,488	\$ 27,344	\$ 136,068	\$ 118,144
Basic earnings per share attributable to common stock	\$ 0.83	\$ 0.19	\$ 0.93	\$ 0.81
Diluted earnings per share attributable to common stock	\$ 0.82	\$ 0.19	\$ 0.92	\$ 0.80
<b>2018:</b>				
Revenues	\$ 2,417,576	\$ 2,656,348	\$ 2,985,281	\$ 3,112,218
Gross profit	\$ 301,048	\$ 333,371	\$ 425,830	\$ 419,715
Net income	\$ 38,611	\$ 74,706	\$ 124,899	\$ 57,791
Net income attributable to common stock	\$ 37,614	\$ 74,365	\$ 124,551	\$ 56,816
Basic earnings per share attributable to common stock	\$ 0.24	\$ 0.49	\$ 0.82	\$ 0.38
Diluted earnings per share attributable to common stock	\$ 0.24	\$ 0.48	\$ 0.81	\$ 0.38

During the three months ended March 31, 2019, Quanta recorded deferred earnings of \$60.3 million (\$43.9 million after-tax) related to its interest in a limited partnership as further described in Note 2. During the three months ended June 30, 2019, Quanta recorded a \$79.2 million (\$79.2 million after-tax) charge associated with the termination of the telecommunications project in Peru as further described in Note 14. During the three months ended December 31, 2019, Quanta recognized a gain of \$13.0 million (\$20.7 million with associated tax benefits) related to the sale of its interest in the limited partnership described in Note 2.

During the fourth quarters of 2019 and 2018, Quanta recorded asset impairment charges of \$13.9 million (\$10.5 million net of tax) and \$49.4 million (\$36.5 million net of tax) primarily related to the winding down and exit of certain oil-influenced operations and assets. During the fourth quarter of 2018, Quanta also recorded net tax charges of \$36.0 million, as further described in Note 10 and primarily related to Quanta's final assessment of the Tax Act enacted on December 22, 2017 and for which regulations were issued during 2018.

The sum of the individual quarterly earnings per share amounts may not equal year-to-date earnings per share as each period's computation is based on the weighted average number of shares outstanding during the period.

**ITEM 9. *Changes in and Disagreements with Accountants on Accounting and Financial Disclosure***

There have been no changes in or disagreements with accountants on accounting and financial disclosure within the parameters of Item 304(b) of Regulation S-K.

**ITEM 9A. *Controls and Procedures***

Attached as exhibits to this Annual Report on Form 10-K are certifications of Quanta's Chief Executive Officer and Chief Financial Officer that are required in accordance with Rule 13a-14 of the Securities Exchange Act of 1934, as amended (the Exchange Act). This Item 9A. section includes information concerning the controls and controls evaluation referred to in the certifications, and it should be read in conjunction with the certifications for a more complete understanding of the topics presented.



# **PROPOSAL**

## **Colorado River Commission**

Transmission and Distribution System Support Services

LS-20-02

## **Technical Proposal**

### **Section VIII – A – State of Nevada Preference**



4415 Andrews Street  
North Las Vegas, NV 89081

**PHONE** 702-644-8141  
**WEB** [parelectric.com](http://parelectric.com)  
**NYSE-PWR**

August 24, 2020

Colorado River Commission  
555 E Washington Ave #3100  
Las Vegas, NV 89101-1065

**RE: 69CRC-VQ8513 – State of Nevada Discount**

Sir/Ma'am,

Included in this proposal is PAR Electrical Contractors Nevada Business Licenses (NV19931031312). PAR Electrical Contractors have two Nevada locations:

Las Vegas Office  
4415 Andrews St  
N Las Vegas, NV 89081-2713

Reno Office  
1465 W 4th St  
Reno, NV 89503

All work performed for the Colorado River Commission will be done from the Las Vegas Office with support as required by the Reno Office. Currently PAR has approximately 85 field personnel at their Las Vegas Office with 10 support personnel and 90 personnel at their Reno Office with 12 support personnel working in the local areas. All tools, equipment, field personnel, and office support staff to support this project will be from within the state of Nevada.

Please contact the undersigned at [AKukainis@parelectric.com](mailto:AKukainis@parelectric.com) or 702-644-8141 with any questions or clarifications.

Regards,

*Andrejs Kukainis*

Andrejs Kukainis  
Division Manager  
PAR Electrical Contractors

# PROPOSAL

## Colorado River Commission

Transmission and Distribution System Support Services

LS-20-02

## Technical Proposal

### Section VIII – B – Requested Redlines



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.

CETS#
RFP#

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 (anticipated to be Date ).

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:	STATE SOLICITATION OR RFP # and AMENDMENTS #
ATTACHMENT BB:	INSURANCE SCHEDULE[HK1]
ATTACHMENT CC:	CONTRACTOR'S RESPONSE

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.

CETS#
RFP#

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. Notwithstanding anything to the contrary in this Contract, CRC shall not have the right to inspect or audit the makeup of any fixed, lump sum, unit price percentage markup, multiplier or any other fixed form of compensation. The Parties agree that any audit shall not employ a statistical sampling method or the extrapolation of errors.
- 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. If CRC terminates this Contract without cause, CRC shall pay Contractor for Work completed prior to the termination and all reasonably incurred costs that result from the termination to include, but not limited to, demobilization costs and cancellation charges.
- 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 materially 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 due to the fault or negligence of Contractor; or

CETS#
RFP#

- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court and which is not terminated within 60 days; or



CETS#
RFP#

- 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, pandemic, epidemic, quarantine, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases. Contractor shall be entitled to an equitable adjustment in schedule and

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compensation for any such events.

13.14. Given the existence of the COVID-19 / coronavirus pandemic, Contractor will use its best efforts to staff and supply this project. However, anything to the contrary notwithstanding, Contractor shall have the right to seek an excusable extension of time if Contractor or its subcontractors and suppliers are unable to maintain planned crew sizes or work force due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended due to the pandemic and/or its effects, Contractor may seek additional costs associated with the suspension and an equitable adjustment in schedule.

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~~14,15.~~ **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 to the extent caused by~~ 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 to the extent caused by~~ 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.

~~15,16.~~ **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.

~~16,17.~~ **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~~ within ten (10) 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. Additional insured status shall be provided pursuant and subject to 2013 ISO Endorsement Form CG 20 10 04 13 and/or CG 20 37 04 13 or equivalent forms for policies other than Commercial General Liability; and only to the extent of Contractor's negligence in and during the performance of Work, to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by Contractor under this 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, except to the extent the loss is

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caused by the negligence, recklessness or willful misconduct of the State or any indemnitee.

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

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- 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. Any deductible or self-insured retention shall be for the sole account of Contractor.~~
- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced 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 ~~11-8504 13~~ or CG 20 ~~37 04 13 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 required~~ 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.~~

17,18. 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

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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.

18.19. **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.

19.20. **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.

20.21. **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.

21.22. **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.

22.23. **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.

23.24. **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.

24.25. **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.)

25.26. **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:

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- 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.

**27. 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.

EXCEPT FOR THE EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS CONTRACT, CONTRACTOR DOES NOT MAKE ANY OTHER EXPRESS WARRANTIES OR REPRESENTATIONS, OR ANY IMPLIED WARRANTIES OR REPRESENTATIONS, OF ANY KIND WHATSOEVER RELATING TO THIS CONTRACT, THE WORK OR DESIGN, EQUIPMENT, OR MATERIALS TO BE SUPPLIED BY CONTRACTOR UNDER THIS CONTRACT OR TO THE PROJECT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**26-28. 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.

**27-29. DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.

**28-30. 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.

**31. 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.

**29-32. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** Notwithstanding anything contained in this Contract to the contrary, neither party shall be liable to the other for any consequential or indirect damages arising from breach of this Contract except that the foregoing shall not apply to or limit such party's indemnity obligations for third party claims under this Contract, or liability arising from such party's willful misconduct.

**33. LIMITATION OF LIABILITY.** Notwithstanding anything else to the contrary, Contractor's liability hereunder, from any cause and based on any theory whatsoever, shall not in the aggregate exceed the insurance limits required of Contractor, hereunder, except to the extent of Contractor's (including parties under its control) willful misconduct, and/or breach of confidentiality provisions, and Contractor's indemnity obligations hereunder for third party claims.

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30.34. LATENT SITE CONDITIONS: Anything to the contrary notwithstanding, should concealed or unknown physical conditions be encountered in the performance of the Work, below the surface of the ground or in an existing structure, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, the Contract sum and time for performance shall be equitably adjusted by Change Order.





# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

PAR ELECTRICAL CONTRACTORS, INC.

**Nevada Business Identification # NV19931031312**

**Expiration Date: 02/28/2021**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

**License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.**



Certificate Number: B20200131549878

You may verify this certificate  
online at <http://www.nvsos.gov>

IN WITNESS WHEREOF, I have hereunto set my  
hand and affixed the Great Seal of State, at my  
office on 01/31/2020.

*Barbara K. Cegavske*

BARBARA K. CEGAVSKE  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

10/31/2020	DATE (MM/DD/YYYY) 4/14/2020
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td><b>INSURER B:</b> ACE Property &amp; Casualty Insurance Co</td> <td>20699</td> </tr> <tr> <td><b>INSURER C:</b> Various Lloyd's Syndicates</td> <td></td> </tr> <tr> <td><b>INSURER D:</b> Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Old Republic Insurance Company	24147	<b>INSURER B:</b> ACE Property & Casualty Insurance Co	20699	<b>INSURER C:</b> Various Lloyd's Syndicates		<b>INSURER D:</b> Illinois Union Insurance Company	27960	<b>INSURER E:</b>		<b>INSURER F:</b>
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<b>INSURER F:</b>															

**INSURED**  
 1372473 PAR ELECTRICAL CONTRACTORS, INC. - DIVISION # 90  
 A QUANTA SERVICES COMPANY  
 4770 N. BELLEVIEW AVE., SUITE 300  
 KANSAS CITY MO 64116-2188

**COVERAGES**      **CERTIFICATE NUMBER: 14559887**      **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	MWZY 313093 20 MWZX 313095 20	5/1/2020 5/1/2020	5/1/2021 5/1/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	MWTB 313092 20. MWZX 313091 20	5/1/2020 5/1/2020	5/1/2021 5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	N	N	XOO G27972032 005	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 313094 20	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Professional Liability Pollution Liability	N	N	GLOPR1901572 G24882895 006	10/31/2019 10/31/2019	10/31/2020 10/31/2020	\$ 1,000,000 Each Occ./Agg. \$ 1,000,000 Each Occ./Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

**14559887**  
 To Whom It May Concern  
 To Whom It May Concern  
 To Whom It May Concern TX 000000000

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

**COLORADO RIVER COMMISSION OF NEVADA**  
**AGENDA ITEM G**  
**FOR MEETING OF DECEMBER 8, 2020**

**SUBJECT:**

*For Possible Action:* Consideration of and possible action to approve a two-year contract in the amount of \$40,000 for services of an expert witness related to regulatory proceedings before the Public Utilities Commission of Nevada and Federal Energy Regulatory Commission or other matters involving suppliers of federal hydropower between LCPDS LLC. and the Colorado River Commission of Nevada (Commission).

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

Staff recommends the Commission approve the contract and authorize the Executive Director to sign the contract.

**FISAL IMPACT:**

Total amount of possible fiscal impact is \$40,000.

**STAFF COMMENTS AND BACKGROUND:**

Hoover power is provided under Schedules of Power in categories, A, B, and D that are allocated by the Commission to its contractors. Schedule C is for excess short term power that may be allocated if it is available. A large portion of Hoover B is allocated to Nevada Power Company, dba as NV Energy and the economic benefit of the power is designated to the residential class pursuant to NAC 538.540(4).

Schedule D was created in 2011, by the Hoover Power Allocation Act of 2011, wherein a new pool of Hoover contractors referred to as the Hoover Schedule D contractors was created. Some of these new contractors include the Clark County School District, UNLV, several state agencies and local government entities. The creation of the Schedule D allocations was done to spread the benefit of low cost Hoover power to more entities.

In 2013, NRS 704.787 was revised to accommodate the Hoover D contractors and provided for NV Energy to file a tariff to enable the Hoover D contractors to use their Hoover D allocations. The Tariff was stipulated to in 2016 and implemented on October 1, 2017.

Since that time, the tariff has under-performed and the Commission has established alternative arrangements for its contractors to preserve the value they receive from having a contract for Hoover power. The Staff had some discussions with NV Energy in the fall of 2018 about revisions to the tariff, but the discussions were unsuccessful. Each March, NV Energy files its annual deferred energy case before the Public Utilities Commission of Nevada (PUCN) and updates the PUCN regarding the performance of the Hoover D tariff. The pass-through of the Hoover B benefit to the residential class of ratepayers also occurs through the deferred energy mechanism.

During NV Energy's recent general rate case before the PUCN, as part of the settlement, NV Energy agreed to meet with Commission Staff to "discuss modifications to the Hoover D tariff that is scheduled to change January 1, 2022." Stipulation In the Matter of Nevada Power Company. (Filed September 24, 2020).

In anticipation of the discussions with NV Energy and the potential need to have an expert witness testify to make recommendations regarding the Hoover D tariff, the Hoover B pass

Continued on next page...

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM G (CONTINUED)  
FOR MEETING OF DECEMBER 8, 2020**

**STAFF COMMENTS AND BACKGROUND (CONTINUED):**

-through and potentially other matters pertaining to Hoover power during 2021, Staff recommends entering into a contract with LCPDS, LLC to provide such service if needed. Staff is recommending the contract amount be limited to \$40,000.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

Corporate/Business Entity Name: <u>LCPDS LLC</u>	
"Doing Business As" (if applicable): <u>NA</u>	
Street Address: <u>3533 CHEROKEE DR.</u>	Website: <u>NA</u>
City, State and Zip Code: <u>CARSON CITY, NV 89705</u>	POC Name and Email: <u>DALE STRANSKY SKI STRANSKY77@GMAIL.COM</u>
Telephone Number: <u>(775) 790-9263</u>	Fax Number: <u>NA</u>
<sup>MAILING</sup> Local Street Address: <u>P.O. Box 2195</u>	Website: <u>NA</u>
City, State and Zip Code: <u>CARSON CITY, NV 89702</u>	Local Fax Number: <u>NA</u>
Local Telephone Number: <u>(775) 790-9263</u>	Local POC Name and Email: <u>DALE STRANSKY SKI STRANSKY77@GMAIL.COM</u>

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the CRCNV.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
<u>DALE STRANSKY</u>	<u>PRINCIPAL</u>	<u>100%</u>

**This section is not required for publicly-traded corporations.**

1. Are any individual members, partners, owners or principals, involved in the business entity, a CRCNV full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please note that CRCNV employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
  
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a CRCNV full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete and accurate. I also understand that the CRCNV will not take action on items agendized without the completed disclosure form.

Dale Stransky  
Signature

DALE STRANSKY  
Print Name

PRINCIPAL  
Title

11/27/2020  
Date



## DISCLOSURE OF RELATIONSHIP

**List any disclosures below:**

(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF CRCNV EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO CRCNV EMPLOYEE/OFFICIAL
NA	NA	NA

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

**For CRCNV Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

Yes  No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes  No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

CETS #:	
Solicitation #:	

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
FOR LESS THAN \$50,000**

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

Agency Name:	<b>Colorado River Commission of Nevada</b>
Address:	<b>555 E. Washington, Suite 3100</b>
City, State, Zip Code:	<b>Las Vegas, NV 89101</b>
Contact:	<b>Gina Goodman</b>
Phone:	<b>702 486-2670</b>
Fax:	<b>702-486-2695</b>
Email:	<a href="mailto:ggoodman@crc.nv.gov">ggoodman@crc.nv.gov</a>

Contractor Name:	<b>LCPDS, LLC</b>
Address:	<b>P.O. Box 2195</b>
City, State, Zip Code:	<b>Carson City, NV 89702</b>
Contact:	<b>Dale Stransky</b>
Phone:	<b>775 790-9263</b>
Fax:	
Email:	<a href="mailto:lcpds.llc@gmail.com">lcpds.llc@gmail.com</a>

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Branch of the State Government which derive their support from public money in whole or in part to engage 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:

- CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 7, Contract Termination*. Contracts requiring approval of the Nevada Board of Examiners or the Clerk of the Board are not effective until such approval has occurred, however, after such approval, the effective date will be the date noted below.

Effective from:	<b>Date</b> Upon Clerk of the Board Approval	To:	<b>Date</b> January 31, 2023
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- 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: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.



<b>CETS #:</b>	
<b>Solicitation #:</b>	

3. **SCOPE OF WORK.** The Scope of Work is described below, which is incorporated herein by reference:

<b>DESCRIPTION OF SCOPE OF WORK:</b>
Contractor shall provide the Commission with professional expert testimony in proceedings before the Public Utilities Commission of Nevada (PUCN), the Federal Energy Regulatory Commission (FERC), or other agencies, that impact the Commission's ability to deliver power, transmission, and distribution services to its contractors. Contractor shall offer expert testimony in the areas of engineering, economics, and accounting to ensure that tariffs, rates, terms and conditions pursuant to which the Commission takes service are just and reasonable and do not negatively impact the Commission. Contractor shall provide these services in the context of assignments mutually agreed to in advance of each assignment.

An Attachment must be limited to the Scope of Work to be performed by Contractor. Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

4. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

\$125.00	per	hour
Total Contract or installments payable at:	Presentation and approval of invoices that itemize work performed by time and date of services rendered,	
Total Contract Not to Exceed:	\$40,000	

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work or incorporated Attachments (if any). 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.

5. **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.

6. **INSPECTION & AUDIT.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the State or United States Government, sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the State or Federal Government.

7. **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 2, 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

CETS #:	
Solicitation #:	

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 7D*. 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 2, 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 7C*, above, shall run concurrently, unless the notice expressly states otherwise.

8. **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.
9. **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.
10. **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.

11. **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.
12. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Contracting Agency, Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. 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. By endorsement to Contractor’s automobile and general liability policies, 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 Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Contracting Agency of the State.

A. Workers’ Compensation and Employer’s Liability Insurance.

- 1) Contractor shall provide proof of worker’s compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed “Affidavit of Rejection of Coverage” form under NRS 616B.627 and NRS 617.210.

*Mail all required insurance documents to the Contracting Agency identified on page one of the Contract.*

13. **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.
14. **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.
15. **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.
16. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests.
17. **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.
18. **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.

<b>CETS #:</b>	
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19. **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.



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20. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its Scope of Work 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 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, as required. This form of Contract, including any amendments to the Contract, is not authorized for use if the "not to exceed" value *Section 4, Consideration* equals or exceeds \$50,000. 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.

Dale Stransky      11/27/2020      Principal  
Dale Stransky                      Date                      Title

\_\_\_\_\_  
Eric Witkoski                      Date                      Executive Director  
\_\_\_\_\_  
Title

APPROVED BY BOARD OF EXAMINERS

\_\_\_\_\_  
Clerk, Board of Examiners

On: \_\_\_\_\_  
Date

Approved as to form by:

\_\_\_\_\_  
Christine Guerci-Nyhus                      On: \_\_\_\_\_  
Special Counsel Attorney General                      Date



Department of Administration  
**RISK MANAGEMENT**

**AFFIDAVIT OF REJECTION OF COVERAGE**  
UNDER NRS 616B.627 and NRS 617.210

STATE OF NEVADA )

) ss.

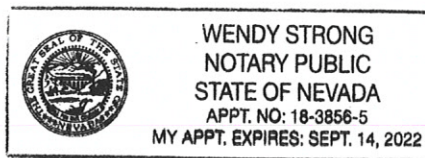
COURSON  
CITY COUNTY )

DALE STRANSKY being first duly sworn, deposes and states:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the State of Nevada.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating to .
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the State of Nevada will not be considered to be my employer or the employer of my employees, if any; and that the State of Nevada is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.
8. Further affiant sayeth not.

I, DALE STRANSKY hereby swear under penalty of perjury that the assertions of this affidavit are true. NAME DALE STRANSKY Dale Stransky

SIGNED and SWORN to before me this 25 day of NOV., 2020, by Dale Stransky



Wendy Strong  
NOTARY PUBLIC

**ENTITY INFORMATION****ENTITY INFORMATION****Entity Name:**

LCPDS, LLC

**Entity Number:**

E0237882018-3

**Entity Type:**

Domestic Limited-Liability Company (86)

**Entity Status:**

Active

**Formation Date:**

05/15/2018

**NV Business ID:**

NV20181350935

**Termination Date:**

Perpetual

**Annual Report Due Date:**

5/31/2021

**Series LLC:****Restricted LLC:****REGISTERED AGENT INFORMATION**

**Name of Individual or Legal Entity:**

CONNIE WESTADT

**Status:**

Active

**CRA Agent Entity Type:****Registered Agent Type:**

Non-Commercial Registered Agent

**NV Business ID:****Office or Position:****Jurisdiction:****Street Address:**

4351 LEVI GULCH, CARSON CITY, NV, 89703, USA

**Mailing Address:****Individual with Authority to Act:****Fictitious Website or Domain Name:****OFFICER INFORMATION** **VIEW HISTORICAL DATA**

Title	Name	Address	Last Updated	Status
Manager	Dale Stransky	PO Box 2195, Carson City, NV, 89702, USA	05/31/2020	Active

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**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM H  
FOR MEETING OF DECEMBER 8, 2020**

**SUBJECT:**

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

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

None.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

Special Counsel will provide an update at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM I  
FOR MEETING OF DECEMBER 8, 2020**

**SUBJECT:**

*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, the drought contingency plan, impacts on hydropower generation, electrical construction activities and other developments on the Colorado River.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

None.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

Staff will provide report at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM J  
FOR MEETING OF DECEMBER 8, 2020**

**SUBJECT:**

Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken.)

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

None.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM K  
FOR MEETING OF DECEMBER 8, 2020**

**SUBJECT:**

Comments and questions from the Commission members.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

None.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM L  
FOR MEETING OF DECEMBER 8, 2020**

**SUBJECT:**

Selection of the next possible meeting date.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

None.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, January 12, 2021 at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM M  
FOR MEETING OF DECEMBER 8, 2020**

**SUBJECT:**

Adjournment.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

None.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**