

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM J
FOR MEETING OF MARCH 12, 2024**

SUBJECT: <i>For Possible Action:</i> Consideration of and possible action to approve a contract between PAR Western Line Contractors, LLC dba QUES and the Colorado River Commission of Nevada for engineering services in the amount of \$1.2 million for a term of four years.
RELATED TO AGENDA ITEM:
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommends the Commission approve the proposed contract with PAR Western Line Contractors, LLC dba QUES and authorize the Executive Director to sign the associated contract on behalf of the Commission.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

A. Background on Operations

Pursuant to NRS 538.161, the Colorado River Commission of Nevada (Commission) may execute contracts, for the planning, and development of any facilities for the generation or transmission of electricity for the greatest possible benefit to the state. Additionally, the Commission has a Facilities Development Agreement with the Southern Nevada Water Authority (SNWA) for the purpose of “creating a cooperative relationship to jointly develop, operate, maintain, use and replace a Power System” for SNWA and its members. SNWA has requested the Commission design, procure, and construct a new 230kV switchyard and ten-mile long 230kV transmission line in Boulder City, Nevada for SNWA’s Boulder Flats Solar Project.

The Commission’s Staff includes in-house electrical engineer to provide engineering support for the system. As a result, Commission Staff can perform 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 area of expertise required periodically includes civil engineering for foundation, grading, and structural design; communication engineering 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), 69 CRC S2637, on December 15, 2023. The RFP for engineering services was posted on the Commission website and on NVEPro. In addition to being posted, it was also sent to 24 vendors directly via email. Two quotes were received from qualified bidders. On December 29, 2023, the question period ended and the deadline for proposals to be submitted was January 24, 2024.

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C. Agreement for Consideration

The agreement for the Commission's consideration is with PAR Western Line Contractors, LLC dba QUES (QUES) for a term of four years. The firm is a multi-disciplined engineering company with expertise in all areas that may be required by the Commission's operations and maintenance function and for construction projects.

The agreement proposes to retain the services of QUES for a contract term of four years, subject to the 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 the tasks authorized under this agreement will not exceed \$1.2 million.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

Agency Name:	Colorado River Commission of Nevada
Address:	555 E. Washington Ave, Suite 3100
City, State, Zip Code:	Las Vegas, NV 89101
Contact:	Bob Reese
Phone:	702-486-2670
Fax:	702-486-2695
Email:	breesee@crc.nv.gov

Contractor Name:	PAR Western Line Contractors, LLC dba QUES
Address:	4415 Andrews Street
City, State, Zip Code:	North Las Vegas, NV 89081
Contact:	Eric Manuel
Phone:	818-802-2528
Fax:	909-982-9479
Email:	emanuel@ques.com

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

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

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

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

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be 04/09/2024).

Effective from:	6/1/2024	To:	06/30/2028
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	STATE SOLICITATION OR RFP ES-24-01
ATTACHMENT DD:	CONTRACTOR'S PROPOSAL

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

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

\$ Agreed	per	Task Authorization
Total Contract Not to Exceed:	\$1,200,000.00	

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. 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.
- 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 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 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

- 5) 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 or that a cure of the declared breach has been commenced. 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, 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 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 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 to the limits as required 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.
- 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.

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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 12 19 or CG 20 26 12 19), 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*. The additional insured status shall be only to the extent of Contractor's negligence in and during the performance of work and services, to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by Contractor under this Contract.
- 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 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.

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.

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. **WAIVER OF CONSEQUENTIAL DAMAGES.** Notwithstanding anything to the contrary, neither party shall be liable to the other for any consequential, punitive, special, exemplary or indirect damages except that the foregoing shall not apply to or limit Contractor's indemnity obligations for third party claims under this Contract, or liability arising from such party's willful misconduct or breach of confidentiality.
33. **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.
34. **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

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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 Western Line Contractors, LLC DBA QUES

_____ Independent Contractor's Signature	_____ Date	_____ Independent Contractor's Title
		Executive Director
_____ Eric Witkoski	_____ Date	_____ Title

APPROVED BY BOARD OF EXAMINERS

_____ Signature – Board of Examiners	On: _____ Date
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Approved as to form:

Office of the Attorney General

_____ Michelle Briggs, Special Counsel	On: _____ Date
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3. 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.

ATTACHMENT BB
INSURANCE SCHEDULE

INSURANCE REQUIREMENTS:

Consultant and sub-consultants 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 Consultant, his agents, representatives, employees or sub-consultants.

The insurance requirements herein are the requirements for this Contract.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Consultant shall provide coverage with limits of liability as those 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.

- | | |
|---|-------------|
| • 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 named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, but only to the extent of Consultant's negligence in and during the performance of work and services".

2. **Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Colorado River Commission 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 Consultant, including automobiles owned, leased, hired or borrowed by the Consultant, but only to the extent of Consultant's negligence in and during the performance of work and services".

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 to the extent permitted by law, and except to the extent any loss, claim, damage, etc. is caused by the negligence, recklessness or willful misconduct of any party indemnified hereunder by Consultant.
- 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. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional negligence by Contractor in its performance of the Scope of Services of this contract.

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 warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Nevada to the extent permitted by law, and except to the extent any loss, claim, damage, etc. is caused by the negligence, recklessness or willful misconduct of any party indemnified hereunder by Consultant.

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

1. On insurance policies where the State of Nevada is named as an additional insured, the State shall be an additional insured. Additional Insured status shall be provided pursuant and subject to ISO Endorsement Form CG 20 10 12 19 and/or CG 20 37 12 19 or equivalent forms for policies other than Commercial General Liability; and only to the extent of Consultant's negligence in and during the performance of work and services, to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by Consultant under this Contract.
2. To the extent of the indemnification obligations expressly assumed by Consultant hereunder, 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 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 **Colorado River Commission of Nevada 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 bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Colorado River Commission of Nevada 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.

SUBCONSULTANTS: All required sub-consultants' 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.

- F. **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.

Independent Contractor's Signature

Date

Title

Signature – State of Nevada

Date

Title



STATE OF NEVADA
Colorado River Commission of Nevada
555 E. Washington Ave, Suite 3100 | Las Vegas, NV 89101
Phone: 702-483-2670 | Fax: 702-486-2695

Solicitation: **ES-24-01**
For
Engineering Services

Release Date: **12/15/2023**
Deadline for Submission and Opening Date and Time: **1/24/2024 @ 2:00 pm**

Robert D. Reese, Assistant Director, Engineering and Operations
Email address: breese@crc.nv.gov

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1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

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

2. PROJECT OVERVIEW

- 2.1. The 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 as described in the scope of work.
- 2.2. The CRCNV desires to administer contracts with one or more engineering firms for the performance of professional services in conjunction with this Request for Proposals (RFP), as determined in the best interests of the State. The resulting contract(s) are expected to be for a contract term of four years, subject to Board of Examiners' approval.

2.3. AGENCY BACKGROUND

- 2.3.1. The Colorado River Commission of Nevada receives and holds in trust water and hydropower allocations from the Colorado River for the benefit of the State of Nevada. The agency's Power Delivery Project provides the electric infrastructure for power delivery to Southern Nevada Water Authority and Clark County Water Reclamation.

2.4. GOALS AND OBJECTIVES

- 2.4.1. The Power Delivery Group (PDG) develops facilities for the generation or transmission of electricity for the greatest possible benefit to the state with electrical engineering services. PDG is responsible for the development, operation, and maintenance of CRCNV's high voltage transmission and distribution system. CRCNV's transmission and distribution system, valued at \$120,000,000 before depreciation, includes both overhead and underground transmission lines, 17 high voltage substations with 32 miles of overhead 230-kV transmission lines, 4 miles of overhead 69-kV transmission lines, 11 miles of underground 69-kV transmission lines primary voltages and 14.4-kV, 13.8-kV, and 4.16-kV secondary voltages; and associated communication facilities. PDG is also responsible for the operation and maintenance of any CRCNV customer facilities pursuant to contracts between CRCNV and its customers. The goals and objectives are to always serve the electrical infrastructure used to deliver electricity to Southern Nevada Water Authority, and major cities in Southern Nevada for water pumping and waste-water treatment 24 hours, 7 days a week.

3. 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.

4. ATTACHMENTS

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

4.1.1. Terms and Conditions for Services



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

4.2.1. Contract Form



4.2.2. Insurance Schedule

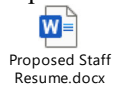


4.3. PROPOSAL ATTACHMENTS. To be completed and returned in proposal.

4.3.1. Cost Schedule



4.3.2. Proposed Staff Resume



4.3.3. Reference Questionnaire



4.3.4. Attachments for Signature

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



5. TIMELINE

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

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

5.2.1. All times stated are Pacific Time (PT).

5.2.2. These dates represent a tentative schedule of events.

5.2.3. The State reserves the right to modify these dates at any time.

A. Deadline for Questions	No later than 2:00 pm on 12/29/2023
B. Answers Posted.....	On or about 01/09/2024
C. Deadline for References.....	No later than 5:00 pm on 01/12/2024
D. Deadline Proposal Submission and Opening	No later than 2:00 pm on 01/24/2024
E. Evaluation Period (estimated).....	01/25/2024 – 02/01/2024
F. Selection of a Vendor (estimated).....	On or about 02/06/2024
G. BOE Approval (estimated)	04/09/2024
H. Contract start date (estimated)	06/01/2024

6. EVALUATION

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

6.1.1. Proposals shall be kept confidential until a contract is awarded.

6.1.2. In the event the solicitation is withdrawn prior to award, proposals remain confidential.

6.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.

6.1.4. Financial stability shall be scored on a pass/fail basis.

6.1.5. Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

A. Demonstrated Competence	33
B. Conformance with the terms of this RFP.....	33
C. Cost Factor.....	34

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

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

6.2. NEVADA-BASED BUSINESS PREFERENCE

6.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.

6.2.2. Nevada-based business is defined in NRS 333.3352(1).

6.2.3. The term 'principal place of business' has the meaning outlined by the United States Supreme Court in Hertz Corp v. Friend, 559 U.S. 77 (2010), typically meaning a business's corporate headquarters.

6.2.4. To claim this preference a vendor must indicate it on their vendor account and submitted Quote in NevadaEPro.

6.2.5. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

6.3. INVERSE PREFERENCE

6.3.1. The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81st session of the Nevada Legislature.

6.3.2. The amount of the inverse preference is correlated to the amount of preference applied in the other state.

6.3.3. Vendors who meet this criterion must indicate it on their submitted Quote in NevadaEPro.

6.3.4. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

7. MANDATORY MINIMUM REQUIREMENTS

- 7.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposal shall include confirmation of compliance with all mandatory minimum requirements.
- 7.2. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
- 7.3. NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).
- 7.4. INDEMNIFICATION. Required contract terms on Indemnification: "To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."
- 7.5. LIMITED LIABILITY. Required contract terms on Limited Liability: "The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited."
- 7.6. CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 7.7. DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.
- 7.8. STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 7.9. NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).
- 7.10. DISCLOSURE. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

8. CRITICAL ITEMS

- 8.1. In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposal should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.
- 8.2. CONTRACT FORM. The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.
- 8.3. INSURANCE SCHEDULE

- 8.3.1. The State strongly prefers vendors agree to the terms of the attached *Insurance Schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a red line if necessary.
- 8.3.2. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.
- 8.3.3. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.
- 8.3.4. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

8.4. VENDOR BACKGROUND

- 8.4.1. Company background/history and why vendor is qualified to provide the services described in this solicitation.
- 8.4.2. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public and/or private sector.

8.5. VENDOR STAFF RESUMES

- 8.5.1. A resume shall be included for each proposed key personnel, see *Proposed Staff Resume*.
- 8.5.2. A resume shall also be included for any proposed key subcontractor personnel.
- 8.6. SUBCONTRACTORS

- 8.6.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.
- 8.6.2. Proposal should include a completed *Vendor Information Response* form for each subcontractor.
- 8.6.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 8.6.4. Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.
 - A. How the work of any subcontractor(s) shall be supervised
 - B. How channels of communication shall be maintained
 - C. How compliance with contracts terms and conditions will be assured
 - D. Previous experience with subcontractor(s)

8.7. VENDOR FINANCIAL INFORMATION

- 8.7.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 8.7.2. This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.
- 8.7.3. Proposing vendor shall provide the following financial information and documentation:
 - A. Dun and Bradstreet Number
 - B. Federal Tax Identification Number
 - C. The last two (2) full years and current year interim:
 - 1. Profit and Loss Statements
 - 2. Balance Statements

8.8. BUSINESS REFERENCES

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

9. SUBMISSION CHECKLIST

- 9.1. This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.
 - 9.1.1. Proposals must be submitted as a Quote through NevadaEPro, <https://NevadaEPro.com>.
 - 9.1.2. Vendors are encouraged to submit a single file attachment per proposal section if possible.
 - 9.1.3. Technical proposal information and Cost proposal information shall not be included in the same attachment.
 - 9.1.4. Cost proposal attachment shall not be flagged as confidential in NevadaEPro.
 - 9.1.5. Additional attachments may be included, but are discouraged and should be kept to a minimum.
- 9.2. TECHNICAL PROPOSAL
 - A. Title Page
 - B. Table of Contents
 - C. Response to Mandatory Minimum Requirements
 - D. Response to Critical Items
 - E. Response to Scope of Work
 - F. Proposed Staff Resumes
 - G. Other Informational Material
- 9.3. PROPRIETARY INFORMATION. If necessary. Attachment should be flagged confidential in NevadaEPro.
 - A. Title Page
 - B. Table of Contents
 - C. Trade Secret information, cross referenced to the technical proposal
- 9.4. COST PROPOSAL
- 9.5. VENDOR FINANCIAL INFORMATION. Attachment should be flagged confidential in NevadaEPro.
- 9.6. SIGNED ATTACHMENTS
 - A. Vendor Information Response
 - B. Vendor Certifications
 - C. Confidentiality and Certification of Indemnification
 - D. Certification Regarding Lobbying
- 9.7. OTHER ATTACHMENTS. If necessary, not recommended.
- 9.8. REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.

STATE OF NEVADA
TERMS AND CONDITIONS FOR SERVICES

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

1. PROCUREMENT

1.1. AUTHORITY

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

1.2. SINGLE POINT OF CONTACT

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

1.3. WRITTEN QUESTIONS AND ANSWERS

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

1.4. SOLICITATION

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

STATE OF NEVADA
TERMS AND CONDITIONS FOR SERVICES

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

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

1.8. ELECTRONIC QUOTE

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

2. AWARD

2.1. NOTICE OF INTENT TO AWARD

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

2.2. NOTICE OF AWARD

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

2.3. CONTRACT EXECUTION

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

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

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

3. CONTRACT

3.1. THIRD PARTY BENEFICIARIES

3.1.1. Using agencies as defined in NRS 333.020(10) and other public entities as defined in NRS 333.469 and 333.470 are intended third party beneficiaries of any contract resulting from this solicitation and may join or use any contract resulting from this solicitation subject to Nevada law.

3.1.2. Public entities in other states or jurisdictions may join or use any resulting contract from this solicitation subject to cooperative contracting laws in their respective state or jurisdiction.

3.1.3. The State is not liable for obligations of any other entity which joins or uses any contract resulting from this solicitation.

3.2. ADMINISTRATIVE FEE

3.2.1. The State may implement an administrative fee of not more than 1% on contracts procured or negotiated by the State Purchasing Division pursuant to NRS 333.450.

3.2.2. This fee may be assessed over the time of the contract period.

3.2.3. Vendors will be provided 30 days written notice before fees are assessed.

3.2.4. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases under the contract.

3.3. AWARD OF RELATED CONTRACTS

3.3.1. The State may undertake or award supplemental contracts for work related to a project or any portion thereof.

3.3.2. Contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

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

3.4. DISCRIMINATION

3.4.1. The State, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and federal Regulations, hereby notifies all bidders it will affirmatively ensure that for any contract entered into pursuant to this solicitation, all contractors will be afforded full opportunity to submit proposals and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for award.

3.4.2. Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

3.4.3. The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

3.5. PROTECTION OF SENSITIVE INFORMATION

3.5.1. Confidential personal data shall be encrypted.

3.5.2. Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).

3.5.3. Sensitive data shall be encrypted in all newly developed applications.

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

3.7. INSPECTION/ACCEPTANCE/COMPLETION OF WORK

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

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

3.8. RIGHT TO PUBLISH

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

3.9. TRAVEL

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

4. FEDERAL LAWS AND AUTHORITIES

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

4.2. COMPLIANCE

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

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

5. FINANCIAL

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

5.2. BILLING

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

5.3. PAYMENT

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

ATTACHMENT BB INSURANCE SCHEDULE

INSURANCE REQUIREMENTS:

Consultant and sub-consultants 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 Consultant, his agents, representatives, employees or sub-consultants.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

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

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

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

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

- 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 named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".

2. **Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Colorado River Commission 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 Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

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

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

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

4. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional negligence by Contractor in its performance of the Scope of Services of this contract.

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 warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Nevada.

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

1. On insurance policies where the State of Nevada is named as an additional insured, the State shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
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 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 **Colorado River Commission of Nevada 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 bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Colorado River Commission of Nevada 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 insurance policies required by this Contract at any time.

F. **SUBCONSULTANTS:** All required sub-consultants' 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 minimum 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.

Independent Contractor's Signature

Date

Title

Signature – State of Nevada

Date

Title

COST SCHEDULE
Engineering Services

Vendor Name: _____

Direct Labor – Job Titles	Hourly Rate

*Prevailing Wage applied to Land Surveying classifications.

PROPOSED STAFF RESUME

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

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

PROPOSED STAFF RESUME

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

REFERENCE QUESTIONNAIRE

1. BUSINESS REFERENCE INSTRUCTIONS

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

2. PROPOSING VENDOR TO COMPLETE

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

3. COMPANY PROVIDING REFERENCE

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

REFERENCE QUESTIONNAIRE

4. RATING SCALE FOR RESPONSE TO QUESTIONS

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

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

5. QUESTIONS

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

REFERENCE QUESTIONNAIRE

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

6. GENERAL INFORMATION**6.1. DATES OF SERVICES PROVIDED**

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

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

From:	
To:	

VENDOR INFORMATION RESPONSE

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

1. VENDOR CONTACT INFORMATION

1.1 COMPANY NAME AND CONTACT INFORMATION:

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

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

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	
Title:	
Address:	
City, State, Zip Code:	
Email Address:	
Telephone Number, including area code:	
Toll Free Number, including area code:	

2. VENDOR INFORMATION**2.1** Vendors shall provide an overall company profile in the following table:

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

2.2 VENDOR LICENSING

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

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

Question	Response			
Nevada Business License Number:				
Legal Entity Name:				
Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)?	Yes		No	
If the answer is 'No', provide explanation below:				

VENDOR INFORMATION RESPONSE

2.3 STATE OF NEVADA EXPERIENCE

Question	Response			
Has the vendor ever been engaged under contract by any State of Nevada agency?	Yes		No	

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

2.3.2 Table can be duplicated for each contract being identified.

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

2.4 CURRENT OR FORMER EMPLOYEE

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

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

2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

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

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

Question	Response			
Does any of the above apply to your company?	Yes		No	

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

2.5.4 Table can be duplicated for each issue being identified.

VENDOR INFORMATION RESPONSE

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

3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD

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

PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD				
Question	Response			
Please indicate if you will accept this method of payment?	Yes		No	

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	
Title:	

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

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

VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

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

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

Company Name:	
Print Name:	
Signature:	
Date:	

CERTIFICATION REGARDING LOBBYING

4.3.4_C

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

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

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

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

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

Proprietary Information		Yes		No	
Justification for Confidential Status:					
Company Name:					
Signature:					
Print Name:					
Date:					



**Colorado River Commission of Nevada
Re: Solicitation: ES-24-01 for Engineering Services**

TECHNICAL PROPOSAL



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Colorado River Commission of Nevada
Re: Solicitation: ES-24-01 for Engineering Services

Thank you for the opportunity to provide this solicitation and qualification information to provide engineering services to Colorado River Commission (CRC). We understand that CRC is seeking qualified and dedicated consultants in the engineering space to provide a consistent and timely product with exceptional quality. The team we have assembled not only has broad and deep utility knowledge and experience, but they are also committed to being responsive to your engineering needs.

QUES, a subsidiary of Quanta Services, Inc. (NYSE: PWR), has hundreds of years of combined experience in the utility space, building utility grade and large-scale infrastructure projects across the United States. For over 20 years we have a track record of providing electric utility design and project management supporting major utilities, municipalities, and large-scale energy projects (including renewable and battery interconnection).

We look forward to continuing our already fruitful partnership through the next agreement cycle and beyond, jointly tackling projects with challenging schedules and unique scope together. Our team is structured to be fully accountable and responsible for the success of your project.

If you have any questions concerning this submittal or our engineering capabilities, please feel free to reach out to me directly at jcommerford@ques.com or (909)982-9450.

Regards,

James Commerford
Director, Western Region
PAR Western Line Contractors, LLC DBA QUES

Mandatory Minimum Requirements – Section 7

7.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposal shall include confirmation of compliance with all mandatory minimum requirements.

- QUES confirms compliance with all mandatory minimum requirements as stated above in section 7.1

7.2. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.

- QUES confirms compliance with the above statement in section 7.2 specific to Nevada Law and State Indemnity.

7.3. NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

- QUES affirms that it will not engage in a boycott of Israel for the duration of the contract.

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

- QUES affirms the following statement with respect to section 7.4... To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, to the extent 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 the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

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

- QUES affirms the following with respect to 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.

7.6. **CONTRACT RESPONSIBILITY.** Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

- QUES affirms they will be the sole point of contract responsibility according to section 7.6

7.7. **DATA ENCRYPTION.** State IT requires that data be encrypted in transit and in rest.

- QUES confirms compliance with the above statement in section 7.7 specific to data encryption.

7.8. **STATESIDE DATA.** State IT requires that State data assets must be maintained in the United States and data will not be held offshore.

- QUES confirms compliance with the above statement in section 7.8, all data assets will be maintained in the United States and data will not be held offshore.

7.9. **NEVADA BUSINESS LICENSE.** Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).

- QUES confirms compliance with the above statement in section 7.9 that it will continue to hold a Nevada business license.

7.10. **DISCLOSURE.** Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

- QUES has nothing to report with respect to section 7.10

Critical Items – Section 8

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

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



ES-24-01

ering Services (Co

- QUES respectfully submits the attached redlined Word version of the attached contract form for CRC's consideration.

8.3. INSURANCE SCHEDULE

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



Insurance

chedule QUES Redlir

- QUES respectfully submits the attached redlined Word version of the insurance exhibit for CRC's consideration per section 8.3.1.

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

- QUES confirms its intent to maintain sufficient insurance coverage as stated in the above section 8.3.2 for the duration of the contract.

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

- QUES confirms its intent to provide acceptable verification of required insurance coverage prior to commencement of work under this contract as per section 8.3.3 above.

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

- QUES affirms its understanding of the above section 8.3.4 regarding required insurance coverage.

8.4. VENDOR BACKGROUND

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

With over 20 years of industry-leading experience with utilities nationwide and a vast network of resources, QUES is uniquely positioned to serve as a long-term engineering partner for all future initiatives with CRC, providing a wide range of electrical utility service offerings, including:

- Transmission and Substation Engineering
- Distribution Design/Engineering
- Asset Management
- Drone Inspections
- Pole Inspection/Remediation
- Custom Software
- Survey and Land Services
- Drafting
- Professional Services

QUES continues to be a cornerstone in the utility design and engineering space, drawing upon the collective strength and expertise of hundreds of sister companies under the Quanta umbrella to deliver exceptional service to the delight of our clients. With engineering and design resources based across the US at 13 offices, and embedded resources in multiple other locations, our physical presence is always close enough to provide the hands-on personal attention that projects require.

Our enduring partnerships with major utilities, municipalities, and large customers including SCE, PG&E, SDG&E, NorthWestern Energy, Portland General Electric, Puget Sound Energy, City of Boulder City, CRC, and others have cemented QUES's reputation as a trusted engineering vendor. Most recently in the region QUES has supported a variety of Transmission Distribution and Substation projects for CRC, Boulder City and the US Departments of Defense, Energy and Department of the Interior.

QUES is also pleased to currently provide engineering support specifically to CRC under an existing services agreement. Continuing this relationship only serves to capitalize on the existing partnership and bolster the already positive working relationship.

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

QUES is the consolidation of four existing, longstanding distribution/transmission/substation engineering, asset management, and professional services business units within the Quanta Services portfolio of companies. In this region QUES has been providing the services described in this solicitation since 2002 formerly as PAR Electrical Contractors, Inc. – Engineering Division.

The other three QUES charter members include Utility Line Management Services, Inc. (2004), North Sky Engineering, Inc. (2009) and Utilimap Corporation, Inc. (2011).

8.5. VENDOR STAFF RESUMES

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



QUES - Chaz
Barlow



QUES - Eric
Manuel



QUES - Geoff
Parkins



QUES - Jeff
Bregman

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



Equagen -
Bhuwan Giri



Equagen - Karna
Sagar



Equagen -
Leonardo Cruz



Equagen - Moti
KC



Equagen - Syad
Ashraf

8.6. SUBCONTRACTORS

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

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



EQUAGEN Vendor
Information Response



Equagen
Capability Statement

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

- QUES affirms its understanding of the above section 8.6.3 regarding required subcontractor insurance coverage.

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

- How the work of any subcontractor(s) shall be supervised
- How channels of communication shall be maintained
- How compliance with contracts terms and conditions will be assured
- Previous experience with subcontractor(s)

Subcontract Resource Integration

Although our approach to providing engineering services to CRC will prioritize internal QUES resources to complete assigned project work, we have chosen to partner with Equagen Engineers, an SBA 8(a), CPUC, DBE and nationally certified Minority-owned Business Enterprise (MBE). In addition to their strength in the power sector (transmission, distribution, and renewable energy, Equagen also boasts manufacturing capability providing control panel fabrication services meeting UL508A, UL689A and UL698 certification, and US Utility Standards & Procedures for safe and reliable operation.

In response to section 8.6.4, at which time QUES (and/or CRC) choose to integrate EquaGen as a subcontractor resource to support a specific project, our approach to supervising work will be systematic and meticulous, ensuring alignment with project objectives and quality standards. A dedicated Project Manager will be assigned to oversee all subcontractor activities. This manager will conduct regular on-site inspections (as necessary) and review reports to monitor progress, adherence to safety protocols, and compliance with technical specifications. Subcontractors will be required to participate in weekly coordination meetings to ensure seamless integration with the broader project timeline and objectives. Our supervision framework is designed to be proactive, addressing potential challenges promptly and ensuring that all work meets our stringent quality benchmarks.

The communication model that we have maintained with CRC today provides a single point of contact, the Project Manager, for all communication to and from CRC staff, with specific engagement with external resources as needed. Maintaining clear and consistent channels of communication is paramount to the success of any project involving subcontractors. We will implement a centralized communication protocol, facilitated by advanced project management tools, to ensure that all stakeholders, including subcontractors, are kept informed and engaged. Regular project meetings, progress reports, and an accessible point of contact will be established to foster transparency and facilitate prompt resolution of inquiries or issues. Our commitment to open and continuous communication ensures that all parties are aligned and informed at every project stage.

Ensuring compliance with contract terms and conditions is a critical aspect of our project management approach. Our compliance framework includes rigorous subcontractor vetting processes, detailed contract agreements, and continuous monitoring of subcontractor performance against contractual obligations. Regular audits and performance evaluations will be conducted to ensure adherence to quality standards, timelines, and budgetary constraints. Our proactive compliance approach not only ensures that subcontractor performance aligns with contract terms but also upholds the integrity and reputation of the project.

Our experience in managing subcontractors has been a cornerstone of our success in delivering complex projects. We have a proven track record of fostering productive partnerships, grounded in mutual respect and a shared commitment to excellence. Our portfolio with EquaGen includes several projects over the last 5 years where they have played an integral role, and our collaborative approach has consistently resulted in successful project outcomes. We carefully select subcontractors based on their expertise, reliability, and alignment with our quality and ethical standards, ensuring that every project benefits from a healthy and professional team dynamic.



Project Org Chart

8.7. VENDOR FINANCIAL INFORMATION

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

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

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

- A. Dun and Bradstreet Number
- B. Federal Tax Identification Number
- C. The last two (2) full years and current year interim:
 - 1. Profit and Loss Statements
 - 2. Balance Statements
- QUES affirms its understanding of the above section 8.7 regarding vendor financial information and will be providing that as a separate attachment flagged as confidential in NevadaEPro.

8.8. BUSINESS REFERENCES

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

8.8.2. Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see Reference Questionnaire.

8.8.3. The purpose of these references is to document relevant experience and aid in the evaluation process.

8.8.4. Business references should return Reference Questionnaire directly to Single Point of Contact via email.

8.8.5. Business references will not be accepted directly from proposing vendor.

8.8.6. The State will not disclose submitted references, but will confirm if a reference has been received.

8.8.7. The State reserves the right to contact references during evaluation.

- QUES affirms its understanding of the above section 8.8 regarding business references and has requested that information be completed and provided directly to CRC to support the evaluation process.

Scope of Work – Section 3

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;

At QUES, we are a beacon of innovation and expertise in the electrical power systems sector, offering an unrivaled array of technical studies essential for the sophisticated monitoring, control, and optimization of electric power systems. With a rich legacy spanning 20 years with the ability to leverage a virtual limitless pool of resources under the Quanta network and a portfolio of diverse projects, our firm has solidified its stature as an industry leader, entrusted by industrial giants, commercial hubs, and utility networks alike.

Our strength lies in our methodical approach, unwavering dedication to technical precision, and an unyielding commitment to delivering solutions that are not only bespoke but also forward-thinking. Our team, a blend of seasoned professionals and dynamic innovators, is adept at harnessing the power of leading-edge analytical tools such as ETAP, PSS®E, DIgSILENT PowerFactory, and SKM Systems Analysis's Power*Tools. These tools are instrumental in our rigorous data collection, detailed system modeling, comprehensive analysis, and the formulation of insightful, actionable strategies.

Fault Duty Studies:

In our fault duty studies, we employ the robust capabilities of software like ETAP, CAPE, Aspen, and SKM Power*Tools to simulate an array of fault scenarios, accurately determining fault currents and evaluating their repercussions on system components. Our expertise extends beyond analysis; we provide strategic solutions that bolster system integrity, optimize protective device coordination, and ensure adherence to stringent industry standards.

Relay Coordination Studies:

Our relay coordination studies are a testament to our meticulous approach, leveraging the precision of tools like PSS®E, CAPE, Aspen Oneliner, and DIgSILENT PowerFactory. We meticulously orchestrate the operation of protective devices, ensuring swift, selective fault isolation. Our strategies aim to preserve the symphonic operation of your power infrastructure, ensuring that localized disruptions do not escalate into system-wide crises.

Load Flow Studies:

Through our load flow studies, we offer a window into the operational dynamics of power systems. Utilizing the computational prowess of ETAP and SKM Power*Tools, we delve into voltage profiles, power distribution, and system losses. Our analyses shed light on your system's efficiency narrative, serving as a guide for capacity enhancement and a blueprint for strategic infrastructure investment.

Harmonic Analysis:

Our harmonic analyses confront the subtle yet impactful harmonic distortions in your system. Using the advanced harmonic analysis features of DIgSILENT PowerFactory, we meticulously map out harmonic sources, assess their impacts, and devise mitigation strategies to foster a harmonious electrical environment.

Arc Flash Hazard Analysis:

Safety is the cornerstone of our arc flash hazard analyses. With the precision of ETAP and SKM Power*Tools, we calculate incident energy levels, demarcate arc flash boundaries, and ensure that your personnel are well-informed, adequately equipped, and shielded against the thermal perils of arc flash incidents.

Protection System Evaluation:

Our protection system evaluations are comprehensive audits, employing tools like PSS®E, CAPE, Aspen Oneliner, and DIgSILENT PowerFactory to assess the performance of protective relays, the responsiveness of circuit breakers, and the robustness of communication systems, ensuring your system's readiness to counter contingencies.

Demand and Energy Analysis:

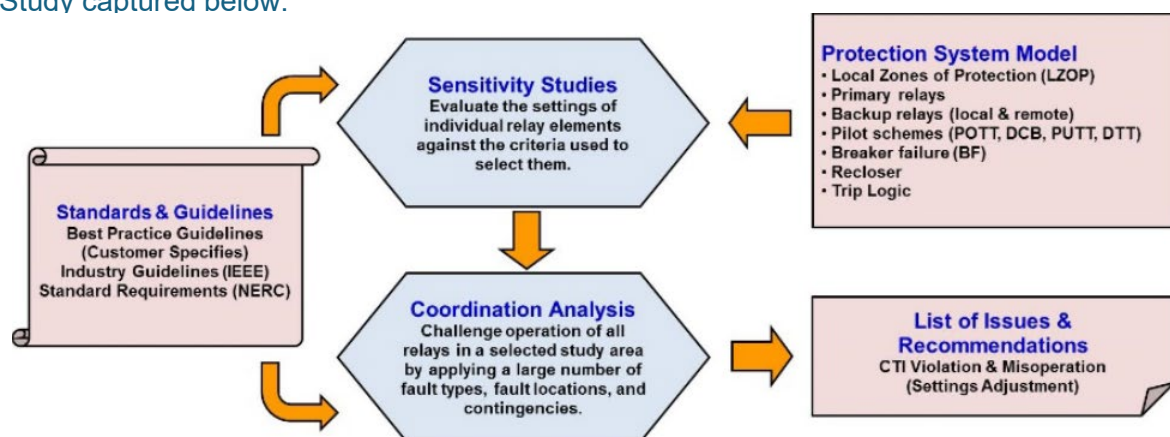
With a keen eye on evolving energy landscapes, our demand and energy analysis services leverage predictive modeling capabilities of tools like ETAP. We empower you to make informed decisions about capacity expansions, demand-side management, and energy conservation initiatives.

Contingency Analysis:

Our contingency analyses are the litmus tests for your system's resilience. By simulating various 'what-if' scenarios, we assess your system's fortitude against unforeseen adversities, ensuring minimal disruption and swift recovery from shocks.

In the end, the tool selection for each of these analyses is entirely dependent on CRC. Our approach can incorporate the appropriate tool that leverages the unique strengths and specialized functionalities of each tool. The choice among them often depends on specific project requirements, user preference, industry standards, and the scale of the power system being analyzed.

More recently QUES facilitated a line impedance re-calculation and a protection model update using CAPE with subsequent recommendations based on a Wide-Area Protection Coordination (WAPC) study. The WAPC study was comprised of the Sensitivity Study and the Coordination Study captured below.



The sensitivity analysis tested the settings of protective relays against the settings criteria and guidelines. In addition to settings issues, this phase allowed catching any missing relays/LZOPs as well as incorrect contact/trip logic codes. The coordination analysis was performed by applying stepped analysis for different fault types and locations in the lines under study. From these studies coordination time intervals (CTI) were extracted to determine whether faults in the system are properly cleared.

The Sensitivity and Coordination studies were performed using automatic routines in CAPE (macros). The raw data produced by the macros was then organized by a proprietary tool that compiled the results in Excel spreadsheets to facilitate the analysis of protection engineers. These excel spreadsheets also acted as the repository of the recommendations of the studies. The recommendations were based on industry protection standards and sound engineering practices and were supported by a detailed description of the protection issues found as well as its proposed resolution.

Partnering with QUES is not just about commissioning studies; it's about embracing a legacy of excellence and investing in a future where your power system thrives with unmatched resilience, efficiency, and safety.

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

QUES excels in the nuanced analysis of fault data and relay target data, leveraging our expertise and institutional knowledge, along with industry-standard software tools to decode the complexities of power system operations. Our team, a collective of seasoned electrical engineers, data scientists, and system analysts, is known for its precision, depth of analysis, and unwavering commitment to delivering actionable insights.

Our methodology is holistic and leverages the capabilities of leading software tools in the industry, such as CAPE (Computer-Aided Protection Engineering), Aspen Oneliner, ETAP (Electrical Transient Analyzer Program), and PSS®E (Power System Simulator for Engineering). These tools empower us with advanced data processing, simulation, and analysis capabilities, setting the stage for an unmatched depth of analysis.

We initiate our process with a rigorous collection of fault data and relay target information from a myriad of system components. Leveraging the robust data processing capabilities of software like ETAP and Aspen Oneliner, we meticulously pre-process this data, ensuring precision and integrity. Our data specialists employ sophisticated techniques to cleanse, normalize, and structure the data, paving the way for accurate and insightful analysis.

Our fault data analysis is comprehensive and driven by a keen attention to detail. Utilizing the powerful simulation and modeling features of PSS®E and CAPE, we reconstruct and analyze fault events with unmatched precision. We systematically dissect every facet of the fault records, studying fault currents, voltages, device statuses, and system configurations to unearth the root causes and dynamics of faults.

In analyzing relay target data, our proficiency is unparalleled. We harness the capabilities of CAPE and ETAP to scrutinize relay operations in granular detail, examining settings, trip logs, and event sequences. Our analysis is meticulous, evaluating not only the occurrence but also the efficacy and timing of relay operations, ensuring they align with the overarching protection scheme.

We understand the transformative insights that lie at the nexus of fault data and relay target data. Employing advanced statistical tools and the analytical prowess of software like DIgSILENT PowerFactory and SKM Systems Analysis's Power*Tools, we perform sophisticated correlation analyses. Our approach is methodical, drawing on powerful algorithms and deep domain knowledge to identify patterns, anomalies, and causal links within the data.

Findings from our analysis are articulated in comprehensive reports that are both informative and actionable. We leverage the reporting capabilities of these advanced tools to present a clear narrative, supplemented by visual representations like event timelines and fault trees. Our recommendations are pragmatic, aimed at enhancing system reliability, safety, and operational efficiency.

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

Our expertise in conducting comprehensive right-of-way (ROW) encroachment analyses stands as a testament to our commitment to precision, safety, and regulatory compliance in power transmission infrastructure projects. Our team, comprised of seasoned engineers, land surveyors, and legal experts, is adept at navigating the complexities of ROW management, particularly in assessing and ensuring phase-to-phase and phase-to-ground clearance requirements for planned third-party transmission lines.

The approach is meticulous and multidisciplinary, ensuring that every encroachment analysis we undertake is comprehensive, and in strict adherence to industry standards and regulatory guidelines, beginning with exhaustive site surveys and data collection, employing state-of-the-art GIS (Geographic Information System) technology and aerial surveying methods (including aerial or terrestrial based LiDAR or photogrammetry). This ensures that we have a precise understanding of the geographical, topographical, and structural elements of the ROW, setting the foundation for an accurate analysis.

Understanding the critical importance of phase-to-phase and phase-to-ground clearance in preventing electrical faults and ensuring the reliability of power transmission, our engineers employ advanced modeling tools to simulate and analyze clearance scenarios. These typically include Powerline Systems (PLS) or other CAD based tools. We assess the spatial relationships between existing infrastructure and planned third-party transmission lines, ensuring that the phase-to-phase/ground clearances meet or exceed the required safety standards. Additionally, we interpolate the relative position of the conductor accounting for the various possibilities of loading conditions (electrical, mechanical and environmental) to ensure all possibilities are evaluated.

Our analyses are not just about technical precision; they are about uncompromising compliance with national and international standards, as well as local regulations. Whether it's adhering to NESC (National Electrical Safety Code) standards, IEEE (Institute of Electrical and Electronics Engineers) guidelines, state level public utility commissions, or specific local zoning and land use regulations, we ensure that every aspect of our analysis aligns with the requisite legal and safety norms.

Recognizing the significance of clear communication and documentation in ROW projects, we engage closely with all stakeholders, including utility companies, local authorities, and landowners. Our documentation is thorough and transparent, detailing every aspect of the encroachment analysis, from data collection methodologies to clearance calculations and compliance measures.

Moving beyond mere analysis; our team assesses potential risks associated with ROW encroachments and devises strategic mitigation plans. Whether it's recommending rerouting options, infrastructure modifications, or specific safety installations, our solutions are designed to preemptively address potential challenges, ensuring the integrity and safety of the transmission infrastructure.

At its core, our ROW encroachment analyses embody our holistic approach to infrastructure projects – an approach that prioritizes accuracy, safety, and regulatory compliance. Our extensive experience in managing phase-to-phase/ground clearance requirements for planned third-party transmission lines is a reflection of our commitment to upholding the highest standards in every project we undertake.

3.1.4 Preparation of transmission structure re-location designs;

QUES specializes in the intricate process of preparing transmission structure relocation designs, a crucial service for modernizing and optimizing power transmission networks. Our team, comprised of expert civil and electrical engineers, project managers, and CAD specialists, brings a wealth of experience and a proven track record in delivering efficient, safe, and cost-effective relocation designs for transmission structures. Our performance in this space has been broad in terms of our customer base, where we have completed approaching ten thousand overhead transmission relocation designs in the last 10 years (almost 500 in the past year), and several large transmission underground conversions.

We employ advanced CAD (Computer-Aided Design) and CAE (Computer-Aided Engineering) tools such as AutoCAD, PLS-CADD (Power Line Systems - Computer Aided Design and Drafting), and Southwire SAG10 for detailed design and visualization. These tools enable us to create accurate and detailed models of the transmission structures, ensuring that every aspect of the design is meticulously planned and visualized before implementation. We also utilize Osmose O-Calc Pro and Bentley's SPIDACalc for specific programmatic infrastructure replacement projects. These tools allow us to assess the load-bearing capacity, stability, and durability of the transmission structures under various environmental conditions, ensuring that the relocated structures are robust and compliant with industry standards.

Understanding the importance of a solid foundation for the relocated structures, we conduct thorough geotechnical evaluations using software like MFAD. These evaluations help us in designing foundations that are not only strong and durable but also optimized for the soil characteristics of the new location.

To ensure seamless project execution and coordination, we use project management tools like Microsoft Project and Primavera P6. These tools help us in meticulous planning, resource allocation, timeline tracking, and stakeholder communication, ensuring that the relocation project is delivered on time, within budget, and in compliance with all regulatory requirements.

Our team is well-versed in national and international standards, including IEEE, NESC, and ASCE guidelines. We conduct comprehensive risk assessments and design reviews to ensure that every aspect of the relocation design adheres to the highest standards of safety, quality, and environmental sustainability.

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

QUES is at the forefront of engineering excellence, offering comprehensive design specification services tailored to a wide range of electric utility projects, including the replacement, repair, modification, and upgrade of existing systems, as well as the extension of utilities to new areas. Our team, a blend of seasoned engineers, technical drafters, and project managers, is dedicated to delivering solutions that embody precision, sustainability, and innovation.

Our approach is rooted in understanding the unique challenges and requirements of each project. Whether it's enhancing the capacity of a power grid, modernizing outdated infrastructure, or extending utilities to underserved areas, our design specifications are meticulously crafted to address the specific needs of the project while ensuring operational excellence and regulatory compliance.

We harness the latest in design and engineering technology, employing software tools such as AutoCAD, ETAP, and PLS-CADD to create detailed, accurate, and highly functional design specifications. Our use of these advanced tools ensures that our specifications are not only technically robust but also optimized for cost-effectiveness, efficiency, and longevity.

The precision of our work is matched by the clarity and comprehensiveness of our technical documentation. As required, we can provide detailed design narratives, drawings, material specifications, and installation guidelines that serve as a definitive blueprint for project implementation, ensuring every stakeholder is aligned and every aspect of the project is executed with precision.

Our design specifications are meticulously aligned with industry standards and regulatory requirements. From NEC (National Electrical Code) and NESC (National Electrical Safety Code) to local and international standards, our projects embody the highest standards of safety, quality, and environmental responsibility.

Sustainability is at the core of our design philosophy. We are committed to creating solutions that not only meet the needs of today but also contribute to a more sustainable and energy-efficient future. Our designs emphasize renewable energy integration, energy efficiency, and minimal environmental impact.

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

QUES is committed to environmental stewardship and sustainability, specializing in the development of comprehensive Spill Prevention, Control, and Countermeasure (SPCC) plans for substation oil-containing equipment. Our team, comprising environmental engineers, compliance specialists, and risk management experts, brings a wealth of experience and a meticulous approach to the preparation and implementation of SPCC plans, ensuring the protection of our natural resources and adherence to environmental regulations.

Our approach to SPCC plan development is highly customized and site-specific. We understand that each substation has unique characteristics and operational requirements. Our team conducts thorough site assessments, evaluating the layout, oil-containing equipment inventory, and potential spill pathways to develop an SPCC plan that is not only compliant with federal and state regulations, such as the EPA's oil spill prevention program, but also tailored to the specific operational nuances of the facility.

We employ advanced risk assessment methodologies to identify potential spill sources and assess the likelihood and potential impact of oil spills. Our risk management strategies are proactive, focusing on preventing spills through equipment inspection, maintenance scheduling, and the implementation of best management practices.

Our SPCC plans are robust, detailing both containment and countermeasure strategies to address potential oil spills effectively. We design secondary containment solutions, such as berms, dikes, or containment pallets, to prevent oil from reaching navigable waters or adjoining shorelines. Our countermeasure strategies include spill response procedures, spill cleanup equipment recommendations, and employee training programs, ensuring a swift and effective response to potential spill incidents.

Staying abreast of the ever-evolving environmental regulations, our SPCC plans are meticulously crafted to ensure full compliance with the Clean Water Act, federal, and state regulations. We provide comprehensive documentation, including site diagrams, a complete listing of oil-containing equipment, spill prediction, response procedures, and employee training records; ensuring that our clients are prepared for regulatory inspections and audits.

QUES understands that SPCC compliance is an ongoing process. Our services extend beyond the preparation of the SPCC plan to include regular plan reviews, updates, and employee training sessions. We ensure that the SPCC plan evolves in tandem with changes in facility operations, equipment, or regulations, maintaining the highest level of environmental protection and compliance.

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

QUES' comprehensive suite of services extends to the preparation of standard operating procedures (SOPs), preventative maintenance programs, site security reviews, and emergency response plans ensuring that our clients' facilities operate smoothly, safely, and in compliance with regulatory standards. Our multidisciplinary team, comprised of seasoned professionals from engineering, safety, and security domains, brings a wealth of experience and a holistic approach to developing and implementing these critical operational frameworks.

We specialize in crafting clear, concise, and comprehensive SOPs that serve as the backbone for consistent and efficient operations. Our SOPs are tailored to meet the specific operational nuances of each facility, ensuring that every process is well-documented and easily understandable. We focus on integrating best industry practices, ensuring that each procedure aligns with quality standards and regulatory requirements while enhancing operational efficiency and safety.

Our preventative maintenance programs are designed to extend the lifespan of critical equipment, minimize downtime, and ensure operational continuity. We conduct thorough assessments of each facility's equipment inventory and operational demands, developing customized maintenance schedules and procedures that are both proactive and predictive. Our approach is grounded in reliability-centered maintenance principles, focusing on optimizing maintenance activities based on the criticality and condition of equipment.

In an era where security is paramount, we offer comprehensive site security reviews to identify vulnerabilities, assess risks, and implement robust security measures. Our security experts utilize a combination of site surveys, threat assessments, and advanced security best practices to develop security programs that protect personnel, assets, and operations. We focus on creating secure perimeters, implementing surveillance and access control systems, and

establishing security protocols that are both rigorous and responsive to evolving threats.

Understanding the critical importance of preparedness, our emergency response plans are meticulously formulated to address a wide array of potential scenarios, from natural disasters to security breaches. We can collaborate closely with local emergency services, regulatory agencies, and internal stakeholders to develop comprehensive response strategies that are not only compliant with regulations but also aligned with best response practices. Our plans detail communication protocols, evacuation procedures, emergency services coordination, and post-event recovery strategies, ensuring a swift and coordinated response to any emergency.

3.1.8 Supervisory and data acquisition control system programming; and

Our legacy is built upon delivering cutting-edge SCADA solutions that empower our clients with real-time monitoring, control, and data analytics capabilities, optimizing their operations and decision-making processes. Our dedicated team, a blend of seasoned automation engineers, system integrators, and data analysts, brings a wealth of experience and a deep-seated commitment to engineering SCADA systems that are not just advanced but also reliable, scalable, and secure.

We specialize in designing and implementing custom SCADA solutions tailored to the unique operational needs and challenges of each facility. Our approach involves a thorough understanding of the client's operational workflow, objectives, and pain points, ensuring that the SCADA system enhances operational efficiency, reduces downtime, and provides actionable insights.

Our expertise in SCADA system programming is comprehensive, encompassing advanced configuration of PLCs (Programmable Logic Controllers), RTUs (Remote Terminal Units), and HMI (Human-Machine Interface) panels. We leverage industry-leading software tools such as Wonderware, WinCC, and Rockwell Automation to create intuitive, user-friendly interfaces and robust control logic that ensure seamless operation and real-time data accessibility.

Recognizing the power of data in driving operational excellence, our SCADA solutions are designed with a strong focus on data integration and analytics. We ensure that the SCADA system is not only capable of collecting and monitoring data but also transforming it into meaningful insights. Our data analytics solutions involve the integration of advanced analytics platforms, enabling predictive maintenance, performance optimization, and strategic decision-making.

In an era where cyber threats loom large, we place paramount importance on the security and reliability of SCADA systems. Our solutions incorporate robust security protocols, including secure network architectures, encryption, and access controls, ensuring that the system is resilient against cyber threats. We also focus on system redundancy and failover mechanisms to ensure continuous operation even in the face of hardware failures or network disruptions.

We believe that a SCADA system's success is not just in its technology but also in its adoption by the people who use it. We can facilitate comprehensive training programs to ensure that the client's personnel are proficient in using the system.

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

QUES has supported communication system planning, primarily backbone design, as it pertains to ADSS/OPGW installation on new transmission facilities, including designs/schematics for splicing and termination. Our approach to communication system planning is holistic and forward-thinking. We understand that a well-designed communication network is the backbone of modern operations. Whether it's for utility management, public safety, or commercial operations, our team meticulously plans every aspect of the network. We consider factors such as geographic topography, physical cable characteristics, and operational requirements to design a communication infrastructure that is not only robust, but scalable to future client needs.

With the increasing scrutiny over outages, whether planned or emergent, QUES takes great pride in working with clients to develop appropriate and efficient cutover strategies to support these types of backbone designs/installations. Oftentimes this is where the real complexity of larger scale rebuild projects lies.

Our team has historically provided support to utility clients that have large vertical real estate portfolios that are interested in leasing space to cellular carriers to bolster their LTE and 5G deployments. As part of that effort, both from the standpoint of testing locations for signal adequacy with respect to their search rings and getting backhaul communications established (sometimes via microwave), we have coordinated these activities leveraging communication-specific Quanta resources as well as strategic partners in the communication space.

Utilizing state-of-the-art software tools like Pathloss and ATDI's HTZ Warfare, conducting comprehensive analyses to predict and mitigate potential signal interference is performed. The studies encompass a detailed assessment of factors such as antenna height, terrain profiles, atmospheric conditions, existing RF environments, and conflicting/existing paths.



Colorado River Commission of Nevada
Re: Solicitation: ES-24-01 for Engineering Services

COST PROPOSAL

COST SCHEDULE

Engineering Services

ATTACHMENT DD Contractor's Proposal

Vendor Name: PAR Western Line Contractors, LLC dba QUES

Direct Labor – Job Titles	Hourly Rate
Project Manager	\$198
Principal P&C Engineer	\$192
Senior P&C Engineer	\$180
Principal Engineer- T-Line/Civil/Structural/Electrical	\$180
Senior Engineer- T-Line/Civil/Structural/Electrical	\$174
Junior Engineer Civil/Structural/Electrical	\$150
Lead Designer-Structural/T-Line/Electrical	\$132
CAD Technician/Designer	\$108
Clerical	\$54
Substation Site Manager	\$174
Safety Rep	\$162
Commissioning Engineer	\$210
Field Test Engineer	\$204
Class I - Technician	\$168
Class II - Technician	\$144
Class III - Technician	\$120
Substation Wireman	\$120

*Prevailing Wage applied to Land Surveying classifications.

OT Rate = Hourly *1.5 DT Rate = Hourly *2.0

Daily Per Diem = \$275 Material/Expense = Cost +15%

Annual rate increase limited to 4%

RFP No. ES-24--01

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM K
FOR MEETING OF MARCH 12, 2024**

SUBJECT: *For Possible Action:* Consideration of and possible action to approve a contract between Burns and McDonnell Engineering Company, Inc., and the Colorado River Commission of Nevada for engineering services in the amount of \$1.2 million for a term of four years.

RELATED TO AGENDA ITEM:

RECOMMENDATION OR RECOMMENDED MOTION: Staff recommends the Commission approve the proposed contract with Burns and McDonnell Engineering Company, Inc., and authorize the Executive Director to sign the associated contract on behalf of the Commission.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

A. Background on Operations

Pursuant to NRS 538.161, the Colorado River Commission of Nevada (Commission) may execute contracts, for the planning, and development of any facilities for the generation or transmission of electricity for the greatest possible benefit to the state. Additionally, the Commission has a Facilities Development Agreement with the Southern Nevada Water Authority (SNWA) for the purpose of “creating a cooperative relationship to jointly develop, operate, maintain, use and replace a Power System” for SNWA and its members. SNWA has requested the Commission design, procure, and construct a new 230kV switchyard and ten-mile long 230kV transmission line in Boulder City, Nevada for SNWA’s Boulder Flats Solar Project.

The Commission’s Staff includes in-house electrical engineer to provide engineering support for the system. As a result, Commission Staff can perform 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 area of expertise required periodically includes civil engineering for foundation, grading, and structural design; communication engineering 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), 69 CRC S2637, on December 15, 2023. The RFP for engineering services was posted on the Commission website and on NVEPro. In addition to being posted, it was also sent to 24 vendors directly via email. Two quotes were received from qualified bidders. On December 29, 2023, the question period ended and the deadline for proposals to be submitted was January 24, 2024.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM K
FOR MEETING OF MARCH 12, 2024**

C. Agreement for Consideration

The agreement for the Commission's consideration is with Burns and McDonnell Engineering Company, Inc. (Burns and McDonnell). The firm is a multi-disciplined engineering company with expertise in all areas that may be required by the Commission's operations and maintenance function and for construction projects.

The agreement possesses to retain the services of Burns and McDonnell for a contract term of four years, subject to the 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 the tasks authorized under this agreement will not exceed \$1.2 million.

CETS#
RFP# ES-24-01

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

Agency Name:	Colorado River Commission of Nevada
Address:	555 E. Washington Ave, Suite 3100
City, State, Zip Code:	Las Vegas, NV 89101
Contact:	Bob Reese
Phone:	702-486-2670
Fax:	702-486-2695
Email:	breese@crc.nv.gov

Contractor Name:	Burns & McDonnell Engineering Company, Inc.
Address:	9400 Ward Parkway
City, State, Zip Code:	Kansas City, MO 64114
Contact:	Adam Roth
Phone:	816-995-9221
Fax:	816-822-4386
Email:	aroth@burnsmcd.com

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

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

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

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

CETS#
RFP# ES-24-01

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 04/09/2024).

Effective from:	6/1/2024	To:	06/30/2028
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	STATE SOLICITATION OR RFP ES-24-01
ATTACHMENT DD:	CONTRACTOR'S PROPOSAL

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

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

\$ Agreed	per	Task Authorization
Total Contract Not to Exceed:		\$1,200,000.00

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

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pursuant to NRS353.097, 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 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 BB*, 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 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 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 04 13 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

CETS#
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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.

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CETS#
RFP# ES-24-01

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.

Independent Contractor's Signature Date

Independent Contractor's Title

Eric Witkoski Date

Executive Director, Colorado River Commission of Nevada
Title

APPROVED BY BOARD OF EXAMINERS

On:

Signature – Board of Examiners

Date

Approved as to form:

Office of the Attorney General

On:

Michelle Briggs, Special Counsel

Date

3. 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.

ATTACHMENT
BB INSURANCE
SCHEDULE

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
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- 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".

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 **Colorado River Commission of Nevada 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 **Colorado River Commission of Nevada 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.



STATE OF NEVADA
Colorado River Commission of Nevada
555 E. Washington Ave, Suite 3100 | Las Vegas, NV 89101
Phone: 702-483-2670 | Fax: 702-486-2695

Solicitation: **ES-24-01**
For
Engineering Services

Release Date: **12/15/2023**
Deadline for Submission and Opening Date and Time: **1/24/2024 @ 2:00 pm**

Robert D. Reese, Assistant Director, Engineering and Operations
Email address: breese@crc.nv.gov

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1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

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

2. PROJECT OVERVIEW

- 2.1. The 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 as described in the scope of work.
- 2.2. The CRCNV desires to administer contracts with one or more engineering firms for the performance of professional services in conjunction with this Request for Proposals (RFP), as determined in the best interests of the State. The resulting contract(s) are expected to be for a contract term of four years, subject to Board of Examiners' approval.

2.3. AGENCY BACKGROUND

- 2.3.1. The Colorado River Commission of Nevada receives and holds in trust water and hydropower allocations from the Colorado River for the benefit of the State of Nevada. The agency's Power Delivery Project provides the electric infrastructure for power delivery to Southern Nevada Water Authority and Clark County Water Reclamation.

2.4. GOALS AND OBJECTIVES

- 2.4.1. The Power Delivery Group (PDG) develops facilities for the generation or transmission of electricity for the greatest possible benefit to the state with electrical engineering services. PDG is responsible for the development, operation, and maintenance of CRCNV's high voltage transmission and distribution system. CRCNV's transmission and distribution system, valued at \$120,000,000 before depreciation, includes both overhead and underground transmission lines, 17 high voltage substations with 32 miles of overhead 230-kV transmission lines, 4 miles of overhead 69-kV transmission lines, 11 miles of underground 69-kV transmission lines primary voltages and 14.4-kV, 13.8-kV, and 4.16-kV secondary voltages; and associated communication facilities. PDG is also responsible for the operation and maintenance of any CRCNV customer facilities pursuant to contracts between CRCNV and its customers. The goals and objectives are to always serve the electrical infrastructure used to deliver electricity to Southern Nevada Water Authority, and major cities in Southern Nevada for water pumping and waste-water treatment 24 hours, 7 days a week.

3. 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.

4. ATTACHMENTS

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

4.1.1. Terms and Conditions for Services



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

4.2.1. Contract Form



4.2.2. Insurance Schedule

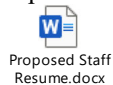


4.3. PROPOSAL ATTACHMENTS. To be completed and returned in proposal.

4.3.1. Cost Schedule



4.3.2. Proposed Staff Resume



4.3.3. Reference Questionnaire



4.3.4. Attachments for Signature

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



5. TIMELINE

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

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

5.2.1. All times stated are Pacific Time (PT).

5.2.2. These dates represent a tentative schedule of events.

5.2.3. The State reserves the right to modify these dates at any time.

A. Deadline for Questions	No later than 2:00 pm on 12/29/2023
B. Answers Posted.....	On or about 01/09/2024
C. Deadline for References.....	No later than 5:00 pm on 01/12/2024
D. Deadline Proposal Submission and Opening	No later than 2:00 pm on 01/24/2024
E. Evaluation Period (estimated).....	01/25/2024 – 02/01/2024
F. Selection of a Vendor (estimated).....	On or about 02/06/2024
G. BOE Approval (estimated)	04/09/2024
H. Contract start date (estimated)	06/01/2024

6. EVALUATION

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

6.1.1. Proposals shall be kept confidential until a contract is awarded.

6.1.2. In the event the solicitation is withdrawn prior to award, proposals remain confidential.

6.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.

6.1.4. Financial stability shall be scored on a pass/fail basis.

6.1.5. Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

A. Demonstrated Competence	33
B. Conformance with the terms of this RFP.....	33
C. Cost Factor.....	34

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

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

6.2. NEVADA-BASED BUSINESS PREFERENCE

6.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.

6.2.2. Nevada-based business is defined in NRS 333.3352(1).

6.2.3. The term 'principal place of business' has the meaning outlined by the United States Supreme Court in Hertz Corp v. Friend, 559 U.S. 77 (2010), typically meaning a business's corporate headquarters.

6.2.4. To claim this preference a vendor must indicate it on their vendor account and submitted Quote in NevadaEPro.

6.2.5. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

6.3. INVERSE PREFERENCE

6.3.1. The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81st session of the Nevada Legislature.

6.3.2. The amount of the inverse preference is correlated to the amount of preference applied in the other state.

6.3.3. Vendors who meet this criterion must indicate it on their submitted Quote in NevadaEPro.

6.3.4. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

7. MANDATORY MINIMUM REQUIREMENTS

- 7.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposal shall include confirmation of compliance with all mandatory minimum requirements.
- 7.2. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
- 7.3. NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).
- 7.4. INDEMNIFICATION. Required contract terms on Indemnification: "To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."
- 7.5. LIMITED LIABILITY. Required contract terms on Limited Liability: "The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited."
- 7.6. CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 7.7. DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.
- 7.8. STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 7.9. NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).
- 7.10. DISCLOSURE. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

8. CRITICAL ITEMS

- 8.1. In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposal should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.
- 8.2. CONTRACT FORM. The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.
- 8.3. INSURANCE SCHEDULE

- 8.3.1. The State strongly prefers vendors agree to the terms of the attached *Insurance Schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a red line if necessary.
- 8.3.2. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.
- 8.3.3. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.
- 8.3.4. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

8.4. VENDOR BACKGROUND

- 8.4.1. Company background/history and why vendor is qualified to provide the services described in this solicitation.
- 8.4.2. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public and/or private sector.

8.5. VENDOR STAFF RESUMES

- 8.5.1. A resume shall be included for each proposed key personnel, see *Proposed Staff Resume*.
- 8.5.2. A resume shall also be included for any proposed key subcontractor personnel.
- 8.6. SUBCONTRACTORS

- 8.6.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.
- 8.6.2. Proposal should include a completed *Vendor Information Response* form for each subcontractor.
- 8.6.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 8.6.4. Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.
 - A. How the work of any subcontractor(s) shall be supervised
 - B. How channels of communication shall be maintained
 - C. How compliance with contracts terms and conditions will be assured
 - D. Previous experience with subcontractor(s)

8.7. VENDOR FINANCIAL INFORMATION

- 8.7.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 8.7.2. This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.
- 8.7.3. Proposing vendor shall provide the following financial information and documentation:
 - A. Dun and Bradstreet Number
 - B. Federal Tax Identification Number
 - C. The last two (2) full years and current year interim:
 - 1. Profit and Loss Statements
 - 2. Balance Statements

8.8. BUSINESS REFERENCES

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

9. SUBMISSION CHECKLIST

- 9.1. This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.
 - 9.1.1. Proposals must be submitted as a Quote through NevadaEPro, <https://NevadaEPro.com>.
 - 9.1.2. Vendors are encouraged to submit a single file attachment per proposal section if possible.
 - 9.1.3. Technical proposal information and Cost proposal information shall not be included in the same attachment.
 - 9.1.4. Cost proposal attachment shall not be flagged as confidential in NevadaEPro.
 - 9.1.5. Additional attachments may be included, but are discouraged and should be kept to a minimum.
- 9.2. TECHNICAL PROPOSAL
 - A. Title Page
 - B. Table of Contents
 - C. Response to Mandatory Minimum Requirements
 - D. Response to Critical Items
 - E. Response to Scope of Work
 - F. Proposed Staff Resumes
 - G. Other Informational Material
- 9.3. PROPRIETARY INFORMATION. If necessary. Attachment should be flagged confidential in NevadaEPro.
 - A. Title Page
 - B. Table of Contents
 - C. Trade Secret information, cross referenced to the technical proposal
- 9.4. COST PROPOSAL
- 9.5. VENDOR FINANCIAL INFORMATION. Attachment should be flagged confidential in NevadaEPro.
- 9.6. SIGNED ATTACHMENTS
 - A. Vendor Information Response
 - B. Vendor Certifications
 - C. Confidentiality and Certification of Indemnification
 - D. Certification Regarding Lobbying
- 9.7. OTHER ATTACHMENTS. If necessary, not recommended.
- 9.8. REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.

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

1. PROCUREMENT

1.1. AUTHORITY

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

1.2. SINGLE POINT OF CONTACT

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

1.3. WRITTEN QUESTIONS AND ANSWERS

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

1.4. SOLICITATION

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

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

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

1.8. ELECTRONIC QUOTE

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

2. AWARD

2.1. NOTICE OF INTENT TO AWARD

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

2.2. NOTICE OF AWARD

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

2.3. CONTRACT EXECUTION

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

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

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

3. CONTRACT

3.1. THIRD PARTY BENEFICIARIES

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

3.2. ADMINISTRATIVE FEE

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

3.3. AWARD OF RELATED CONTRACTS

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

3.4. DISCRIMINATION

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

3.5. PROTECTION OF SENSITIVE INFORMATION

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

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

3.7. INSPECTION/ACCEPTANCE/COMPLETION OF WORK

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

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

3.8. RIGHT TO PUBLISH

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

3.9. TRAVEL

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

4. FEDERAL LAWS AND AUTHORITIES

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

4.2. COMPLIANCE

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

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Grants or Loans

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

5. FINANCIAL

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

5.2. BILLING

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

5.3. PAYMENT

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

ATTACHMENT BB INSURANCE SCHEDULE

INSURANCE REQUIREMENTS:

Consultant and sub-consultants 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 Consultant, his agents, representatives, employees or sub-consultants.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

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

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

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

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

- 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 named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".

2. **Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Colorado River Commission 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 Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

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

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

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

4. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional negligence by Contractor in its performance of the Scope of Services of this contract.

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 warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Nevada.

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

1. On insurance policies where the State of Nevada is named as an additional insured, the State shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
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 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 **Colorado River Commission of Nevada 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 bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Colorado River Commission of Nevada 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 insurance policies required by this Contract at any time.

F. **SUBCONSULTANTS:** All required sub-consultants' 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 minimum 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.

Independent Contractor's Signature

Date

Title

Signature – State of Nevada

Date

Title

COST SCHEDULE
Engineering Services

Vendor Name: _____

Direct Labor – Job Titles	Hourly Rate

*Prevailing Wage applied to Land Surveying classifications.

PROPOSED STAFF RESUME

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

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

PROPOSED STAFF RESUME

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

REFERENCE QUESTIONNAIRE

1. BUSINESS REFERENCE INSTRUCTIONS

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

2. PROPOSING VENDOR TO COMPLETE

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

3. COMPANY PROVIDING REFERENCE

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

REFERENCE QUESTIONNAIRE

4. RATING SCALE FOR RESPONSE TO QUESTIONS

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

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

5. QUESTIONS

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

REFERENCE QUESTIONNAIRE

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

6. GENERAL INFORMATION**6.1. DATES OF SERVICES PROVIDED**

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

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

From:	
To:	

VENDOR INFORMATION RESPONSE

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

1. VENDOR CONTACT INFORMATION

1.1 COMPANY NAME AND CONTACT INFORMATION:

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

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

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	
Title:	
Address:	
City, State, Zip Code:	
Email Address:	
Telephone Number, including area code:	
Toll Free Number, including area code:	

2. VENDOR INFORMATION**2.1** Vendors shall provide an overall company profile in the following table:

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

2.2 VENDOR LICENSING

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

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

Question	Response			
Nevada Business License Number:				
Legal Entity Name:				
Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)?	Yes		No	
If the answer is 'No', provide explanation below:				

VENDOR INFORMATION RESPONSE

2.3 STATE OF NEVADA EXPERIENCE

Question	Response			
Has the vendor ever been engaged under contract by any State of Nevada agency?	Yes		No	

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

2.3.2 Table can be duplicated for each contract being identified.

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

2.4 CURRENT OR FORMER EMPLOYEE

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

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

2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

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

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

Question	Response			
Does any of the above apply to your company?	Yes		No	

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

2.5.4 Table can be duplicated for each issue being identified.

VENDOR INFORMATION RESPONSE

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

3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD

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

PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD				
Question	Response			
Please indicate if you will accept this method of payment?	Yes		No	

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	
Title:	

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

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

VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

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

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

Company Name:	
Print Name:	
Signature:	
Date:	

CERTIFICATION REGARDING LOBBYING

4.3.4_C

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

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

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

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

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

Proprietary Information		Yes		No	
Justification for Confidential Status:					
Company Name:					
Signature:					
Print Name:					
Date:					

COLORADO RIVER COMMISSION OF NEVADA

ES-24-01 ENGINEERING SERVICES TECHNICAL PROPOSAL

JANUARY 2024



January 24, 2024

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-24-01 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.

At Burns & McDonnell, our engineers, construction and craft professionals, architects, planners, technologists and scientists do more than plan, design and construct. With a mission unchanged since 1898 — make our clients successful — our more than 13,500 professionals partner with you on the toughest challenges, constantly working to make the world an amazing place. Each professional brings an ownership mentality to projects at our 100% employee-owned firm, which has safety performance among the top 5% of AEC firms. That means we think like owners, working through each challenge until it's resolved, meeting or exceeding our clients' goals.

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

Please feel free to contact me at (816) 839-4969 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 black ink, appearing to read "Andrew Jarvis".

Andrew Jarvis
Senior Vice President

A handwritten signature in black ink, appearing to read "Adam Roth".

Adam Roth
Project Manager

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Response to Mandatory Minimum Requirements

7.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposal shall include confirmation of compliance with all mandatory minimum requirements.

Burns & McDonnell responses are provided below per line item.

7.2. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.

Burns & McDonnell's proposal is based on previously negotiated terms per Contract #23829.

7.3. NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

Acknowledged

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

Burns & McDonnell's proposal is based on previously negotiated terms per Contract #23829.

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

Burns & McDonnell's proposal is based on previously negotiated terms per Contract #23829.

7.6. CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

Burns & McDonnell's proposal is based on previously negotiated terms per Contract #23829.

7.7. DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.

Acknowledged

7.8. STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.

Acknowledged

7.9. NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).

Burns & McDonnell Engineering Co., Inc. - NV Business ID: NV19781006834

7.10. DISCLOSURE. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

Acknowledged

Response to Critical Items

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

Burns & McDonnell's proposal is based on previously negotiated terms per Contract #23829.

8.3. INSURANCE SCHEDULE

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

Burns & McDonnell's proposal is based on previously negotiated terms per Contract #23829.

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

Burns & McDonnell's proposal is based on previously negotiated terms per Contract #23829.

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

Burns & McDonnell's proposal is based on previously negotiated terms per Contract #23829.

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

Burns & McDonnell's proposal is based on previously negotiated terms per Contract #23829.

8.4. VENDOR BACKGROUND

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

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. 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, under bridge support systems and underground civil permitting and design.

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

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

8.5. VENDOR STAFF RESUMES

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

Proposed Staff Resumes are included in the Technical Proposal.

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

This proposal does not include the use of subcontractors.

8.6. SUBCONTRACTORS

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

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

This proposal does not include the use of subcontractors.

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

This proposal does not include the use of subcontractors.

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

- A. How the work of any subcontractor(s) shall be supervised
- B. How channels of communication shall be maintained
- C. How compliance with contracts terms and conditions will be assured
- D. Previous experience with subcontractor(s)

This proposal does not include the use of subcontractors.

8.7. VENDOR FINANCIAL INFORMATION

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

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

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

- A. Dun and Bradstreet Number
- B. Federal Tax Identification Number
- C. The last two (2) full years and current year interim:
 - 1. Profit and Loss Statements
 - 2. Balance Statements

Burns & 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.

8.8. BUSINESS REFERENCES

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

8.8.2. Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see Reference Questionnaire.

Acknowledged

8.8.3. The purpose of these references is to document relevant experience and aid in the evaluation process.

Acknowledged

8.8.4. Business references should return Reference Questionnaire directly to Single Point of Contact via email.

Acknowledged

8.8.5. Business references will not be accepted directly from proposing vendor.

Acknowledged

8.8.6. The State will not disclose submitted references, but will confirm if a reference has been received.

Acknowledged

8.8.7. The State reserves the right to contact references during evaluation.

Acknowledged

Response to 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.

Burns & McDonnell is experienced and capable of performing all services identified above (Sections 3.1.1 through 3.1.9). Please refer to Section 8.4.1 for company background/history.

Proposed Staff Resumes



See following pages for proposed staff resumes:

PROPOSED STAFF RESUME

ATTACHMENT DD

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

Name of Company Submitting Proposal:		Burns & McDonnell Engineering Company, Inc.	
Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff			
Contractor Staff:	X	Subcontractor Staff:	
The following information requested pertains to the individual being proposes for this project.			
Name:	Andrew Jarvis	Key Personnel: (Yes or No)	Yes
Individual's Title:	Senior Vice President		
Years in Classification:	10	Years with Firm:	29
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
<p>Andrew is a Senior Vice President. His responsibilities include participation in all aspects of EPC projects including delivery methods, teaming structures, risk management, financial and technical performance, marketing, negotiations, staffing, and development of processes and procedures supporting the EPC project approach. Andrew coordinates bidding, negotiating and project execution with external entities including clients, suppliers, construction partners, subcontractors, and subconsultants. He also coordinates internally with engineering, permitting, construction management, safety, project controls, accounting, legal, design, and permitting personnel. Andrew has a wide variety of management and engineering design experience in high-voltage substations, overhead and underground transmission lines, and utility telecom projects.</p>			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
<p><i>Numerous Projects and Clients</i> <i>Nationwide & International 2014-Present</i> Officer-in-Charge for select clients and projects, including Colorado River Commission. Andrew acts in an executive role as Vice President of EPC Projects with respect to client interface while supporting the project teams with effective execution, contract maintenance, assignment of team leads, staffing support, risk management, and client interface.</p> <p><i>International Transmission Company (ITC)</i> <i>Detroit, Michigan 2009-2014</i> Project director and client coordinator for company-wide services for client. Responsibilities included overall management of professional services including client coordination, budgeting, scheduling, resource management, and quality control. Projects included substation engineering, transmission engineering, transmission routing and permitting, and construction management services.</p> <p><i>Northwest Transmission Line Project British Columbia Hydro and Power Authority (BC Hydro)</i> <i>Vancouver, British Columbia 2010-2014</i> Project manager for 287-kV transmission line. Helicopter construction of portions of the line, including tower erection and conductor installation was required. Line crosses many sensitive environmental areas and reserves, requiring extremely close coordination with several permitting agencies. Design required detailed terrain hazard assessment to evaluate areas of landslides, avalanches and scour. Line was subject to extreme ice loadings due to high elevations and extremely large snowfalls.</p>			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			

PROPOSED STAFF RESUME

ATTACHMENT DD

Business Administration, University of Missouri at Kansas City, 2016
Bachelors, Civil Engineering, West Virginia University Institute of Technology, 1994

CERTIFICATIONS

Information required shall include type of certification and date completed/received.

Civil Engineer (CT, MO, NY)
Professional Engineer (CT, MI, NC, NY, TN)

REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Name:	Chris Norquist
Title:	Vice President
Phone Number:	(816) 822-3266
Email Address:	cnorquist@burnsmcd.com
Reference #2:	
Name:	Jamey Bertram
Title:	Vice President
Phone Number:	(816) 822-3110
Email Address:	jbertram@burnsmcd.com
Reference #3:	
Name:	Leslie Duke
Title:	Chief Executive Officer
Phone Number:	(832) 214-2800
Email Address:	lduke@burnsmcd.com

PROPOSED STAFF RESUME

ATTACHMENT DD

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

Name of Company Submitting Proposal:		Burns & McDonnell Engineering Company, Inc.	
Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff			
Contractor Staff:	X	Subcontractor Staff:	
The following information requested pertains to the individual being proposes for this project.			
Name:	Adam Roth	Key Personnel: (Yes or No)	Yes
Individual's Title:	Project Manager		
Years in Classification:	6	Years with Firm:	15
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE Information shall include a summary of the proposed individual's professional experience.			
<p>Mr. Roth is an EPC project manager and an electrical engineer specializing in the management of engineering design teams and EPC projects ranging from 34.5kV to 765kV voltage levels. His responsibilities include managing all aspects of engineering, procurement, and construction including solicitation and award of subcontracts, project cost controls, costing and scheduling, and subcontractor management. As an electrical engineer, he has design experience with physical substation design, protection and control design, specification preparation and electrical system studies analysis at 69kV and below.</p>			
RELEVANT EXPERIENCE Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.			
<p>EVERGY - OTTER CREEK 138KV SUB EVERGY INC Eureka, Kansas Oct 2020 - Dec 2022 EPC project manager. Project consists of the construction of a new 138/115/34.5kV substation in Eureka, KS. The greenfield substation will support provisions for an ultimate layout of eight (8) position 138kV ring bus, six (6) position 115kV ring bus, four (4) 34kV distribution feeders and what is defined as the scope of work in this proposal includes three (3) 138kV breakers, three (3) 115kV breakers, four (4) 34kV breakers, two (2) 138kV lines incoming from the Altoona and Butler Substations, one (1) 115kV line incoming from the East Eureka Substation, one (1) 138/115kV transformer and one (1) 115/34kV transformer and one (1) 24 by 72 control building. Responsibilities included coordinating with the Owner and third parties as the Contractor's official representative, establishing and maintaining the contractor's procedures and setting forth the policies established by the owner, managing the engineering, major equipment procurement, construction, and related business affairs of the project, providing overall direction and management of the contractor's and subcontractor's assignments relative to the project, coordinating engineering and equipment procurement activities with corresponding construction activities, scheduling the daily activities for construction and deliveries of equipment and materials to the site, managing the project controls, accounting, receipt inspection, warehousing, and inventory controls, preparing and maintaining the project schedule and risk register.</p> <p>EVERGY - WALDRON 161KV SUBSTAT EVERGY INC Waldron, Missouri Sep 2020 - Dec 2022 EPC project manager. EPC Project consists of a greenfield substation build. Which will support provisions for two (2) incoming 161kV lines, & four (4) 13.09kV distribution feeders. The initial layout includes three (3) 161kV breakers, two (2) 161kV lines, two (2) 161/13.09kV transformers, two (2) switchgear enclosures and one (1) control enclosure. Responsibilities included coordinating with the Owner and third parties as the Contractor's official representative, establishing and maintaining the contractor's procedures and setting forth the policies established by the owner, managing the engineering, major equipment procurement, construction, and related business affairs of the project, providing overall direction and management of the contractor's and subcontractor's assignments relative to the project, coordinating engineering and equipment procurement activities with corresponding construction activities, scheduling the daily activities for construction and deliveries of equipment and materials to the site, managing the project controls, accounting, receipt inspection, warehousing, and inventory controls, preparing and maintaining the project schedule and risk register.</p>			

PROPOSED STAFF RESUME

*LIBERTY UTILITIES - DECATUR SCA | LIBERTY UTILITIES - EMPIRE DISTRICT**Decatur, Arkansas | Jan 2021 - Jun 2022*

EPC project manager. This project includes upgrades of the 161-12kV transformer protection & control systems. Also, the high-side 161-kV circuit switcher will be replaced with a circuit breaker to improve the protection selectivity. Additionally, two (2) 12-kV feeder circuit breakers are to be replaced with new breakers with integrated relaying. This substation has a single bus configuration with two 161-kV transmission lines, one 161/12kV transformer, and one 161/69kV autotransformer. The upgrades will consist of the replacement of one (1) transformer protection panel, one (1) 161-kV circuit switcher with a 161-kV circuit breaker on the high-side of the 22.4 MVA transformer, and two (2) 12-kV breakers. Responsibilities included coordinating with the Owner and third parties as the Contractor's official representative, establishing and maintaining the contractor's procedures and setting forth the policies established by the owner, managing the engineering, major equipment procurement, construction, and related business affairs of the project, providing overall direction and management of the contractor's and subcontractor's assignments relative to the project, coordinating engineering and equipment procurement activities with corresponding construction activities, scheduling the daily activities for construction and deliveries of equipment and materials to the site, managing the project controls, accounting, receipt inspection, warehousing, and inventory controls, preparing and maintaining the project schedule and risk register.

*CRC – L3PS Substation | Colorado River Commission of Nevada**Boulder City, Nevada | Jan 2017 – Jan 2019*

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. Management responsibilities included: Managing underground transmission team creating and administering procurement and construction contracts, design of duct bank and cable system, including ampacity studies and construction drawings. Managing substation team creating and administering procurement and construction contracts, design of substation and protection scheme, including system studies, relaying and construction drawings. Extensive coordination with Colorado River Commission of Nevada (CRC) & Southern Nevada Water Authority (SNWA) for review of Procurement and Construction submittals.

EDUCATION

Information required shall include institution name, city, state, degree and/or achievement and date completed/received.

Bachelors, Electrical Engineering, University of Missouri, 2007

CERTIFICATIONS

Information required shall include type of certification and date completed/received.

Professional Engineer (IN, MI, MO, OH)

REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Name:	Shawn Briggs
Title:	Managing Director of EPC
Phone Number:	(816) 822-3222
Email Address:	sbriggs@burnsmcd.com
Reference #2:	
Name:	Andy Jarvis
Title:	Vice President of EPC
Phone Number:	(816) 839-4969
Email Address:	ajarvis@burnsmcd.com
Reference #3:	
Name:	Jamey Bertram
Title:	Vice President
Phone Number:	(816) 822-3110
Email Address:	jbertram@burnsmcd.com

PROPOSED STAFF RESUME

ATTACHMENT DD

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

Name of Company Submitting Proposal:		Burns & McDonnell Engineering Company, Inc.	
Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff			
Contractor Staff:	X	Subcontractor Staff:	
The following information requested pertains to the individual being proposes for this project.			
Name:	Shae Pelkowski	Key Personnel: (Yes or No)	Yes
Individual's Title:	Senior Electrical Engineer		
Years in Classification:	3	Years with Firm:	9
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
<p>Shae is a Senior Electrical Engineer at Burns & McDonnell and has design and construction experience in substation design, transmission and distribution projects, simple cycle and cogeneration natural gas power plant design, and system wide electrical and communication upgrades. Shae's goal is to guide our clients towards creative solutions in the power industry.</p>			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
<p>CRC BOULDER FLATS SOLAR INTERCONNECTION <i>Colorado River Commission of Nevada</i> <i>Boulder City, Nevada May 2021 - Present</i> Project Manager for the CRC Boulder Flats Solar Interconnection project, and is responsible for the overall project from initial scoping/budgeting through detailed design. Executed survey and geotech subcontracts in support of the design efforts. In addition, also assisted CRC with the creation of procurement and construction subcontracts for their submittal via NevadaEPro, and further approval by the Colorado River Commission to maintain the project schedule. Assisted the CRC by attending Factory Acceptance Tests for the Control Enclosure as designed by the project team, checking over the vendors wiring and building installation.</p> <p>EL RIO SUBSTATION DESIGN <i>Sacramento Municipal Utility District</i> <i>Sacramento, CA Oct 2023 - Present</i> Project Manager. Project Manager for a complex substation consisting of a eight position 230kV folded breaker and a half, eight position 69kV main-transfer bus, dual 69kV capacitor banks, and 115kV-230kV incoming line transformer. Responsibilities included scoping efforts and definition of deliverables and review cycles, engineering oversight and change management for all facets of the design. Established, ran, and documented weekly progress meetings with the client. Assisted with seam management across adjacent federal utilities.</p> <p>BRT Underground Distribution <i>Duquesne Light Company</i> <i>Pittsburgh, PA Jun 2022 – April 2023</i> Change Order Manager. Electrical underground infrastructure improvement project consisting of approximately two miles of electrical duct bank in a dense urban environment. The scope includes 57 new electrical manholes, approximately 216,000 feet of conduit, and 140,000 feet of new cable. As a Change Order Manager, was responsible for collecting all open change orders across the construction subcontracts (Civil and Electrical) and assembled all necessary backup information required to complete full change order packages for each individual change order. Was responsible for >200 change orders totaling over \$2M in value.</p>			

<p style="text-align: center;">EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i></p>
<p>Bachelors, Electrical Engineering, Kansas State University, 2014</p>
<p style="text-align: center;">CERTIFICATIONS <i>Information required shall include type of certification and date completed/received.</i></p>
<p>Professional Engineer (CA)</p>

REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Name:	Shawn Briggs
Title:	Managing Director of EPC
Phone Number:	(816) 822-3222
Email Address:	sbriggs@burnsmcd.com
Reference #2:	
Name:	Andy Jarvis
Title:	Vice President of EPC
Phone Number:	(816) 839-4969
Email Address:	ajarvis@burnsmcd.com
Reference #3:	
Name:	Jamey Bertram
Title:	Vice President
Phone Number:	(816) 822-3110
Email Address:	jbertram@burnsmcd.com

PROPOSED STAFF RESUME

ATTACHMENT DD

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

Name of Company Submitting Proposal:		Burns & McDonnell Engineering Company, Inc.	
Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff			
Contractor Staff:	X	Subcontractor Staff:	
The following information requested pertains to the individual being proposes for this project.			
Name:	Sam Kraemer, PE	Key Personnel: (Yes or No)	Yes
Individual's Title:	Senior Project Engineer		
Years in Classification:	4	Years with Firm:	10
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE Information shall include a summary of the proposed individual's professional experience.			
<p>Sam serves as a Senior Project Engineer for Burns & McDonnell. During his career he has worked on many physical and protection and control designs, with responsibilities including the following: grounding analysis and design, electric substation design, physical yard design, protection and control design, and lightning protection design. Sam has moved from a design role to a team leadership role where he manages staffing, quality, training, and innovation for the team as a whole. While in this leadership role, Sam has been involved in over five EPC projects.</p>			
RELEVANT EXPERIENCE Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.			
<p>CRC BOULDER FLATS SOLAR INTERCONNECTION Colorado River Commission of Nevada Boulder City, Nevada May 2021 - Present Project Engineer for the substation portion of the CRC Boulder Flats Solar Interconnection project and is responsible for the overall design quality of the substation project. Those responsibilities include: Conceptual design and initial substation placement, vendor procurement package and equipment specification creation and sealing, review of vendor submittals, and final design review and sealing.</p> <p>EVERGY - WALDRON 161KV SUBSTAT EVERGY INC Waldron, Missouri Jun 2021 - May 2023 Project Engineer and Lead Electrical Engineer. EPC Project consists of a greenfield substation build. Which will support provisions for two (2) incoming 161kV lines, & four (4) 13.09kV distribution feeders. The initial layout includes three (3) 161kV breakers, two (2) 161kV lines, two (2) 161/13.09kV transformers, two (2) switchgear enclosures and one (1) control enclosure. Worked as the lead substation project engineer for the 161kV Waldron EPC project which included a greenfield 3 breaker 161kV in and out, with two 161/12.47kV transformers and two switchgear buildings. He was responsible for design quality, material review, engineering staffing, bid reviews, and construction support.</p> <p>Liberty Utilities Capital Projects Program Missouri Jan 2020 - Feb 2021 Portfolio manager. Burns & McDonnell provided full program management services for Empire District Electric Company, including project management, project controls, engineering, permitting, and land and field oversight on distribution, substation, and transmission line projects. The Burns & McDonnell team provided valuable insight and assistance in the delivery of over \$150M worth of transmission and distribution scope across Liberty's service area. He collaborated with project managers and directors at Liberty Utilities to develop a portfolio of projects through 2024. Using historical data from the client, he developed a project scoring system that could be used to create durations for engineering and construction activities.</p> <p>Boone Area Reinforcements / Boone to Ward Hollow EPC Project AMERICAN ELECTRIC POWER SERVICE CORP East, U.S. Jun 2017 - Jun 2019</p>			

PROPOSED STAFF RESUME

Project lead. Burns & McDonnell was responsible for retiring the existing 34.5-kV distribution line and rebuild the system to 69-kV and 138-kV for a distance of approximately 36 miles. Also, a new 138-kV Fields Creek station was built, the existing Boone station was expanded, and minor station upgrades were needed at 11 remote end stations. Burns & McDonnell was responsible for all Right-of-Way acquisition, permitting, engineering, material procurement, construction and testing. Substation Project Lead for the Boone Area Reinforcements / Boone to Ward Hollow EPC project which includes multiple station retrofits and one 138kV greenfield ring bus. He was responsible for leading the substation design efforts during the proposal and execution phase, reviewing the electrical design, creating and reviewing procurement and construction packages, leading review meetings with the client, and providing construction support.

*CRC – L3PS Substation | Colorado River Commission of Nevada
Boulder City, Nevada | Jan 2017 – Jan 2019*

Lead design engineer for a new Low Lake Level Pumping Station (L3PS) 69 kV Substation and upgrades to the IPS-1 Substation. Responsibilities included: Leading the multi-disciplined design team from electrical and structural engineers to drafters. Leading the holistic design package quality and submittal. Leading the creation and review of design specifications, procurement packages, and the review of both. Assisted CRC with any construction related questions or concerns.

EDUCATION

*Information required shall include institution name, city, state,
degree and/or achievement and date completed/received.*

Bachelors, Electrical and Computer Engineering, University of Missouri-Kansas City, 2013

CERTIFICATIONS

Information required shall include type of certification and date completed/received.

Professional Engineer (MO, NV, TX, HI)

REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Mandy Olson	Mandy Olson
Vice President	Vice President
(816) 652-2739	(816) 652-2739
akolson@burnsmcd.com	akolson@burnsmcd.com
Reference #2:	
Name:	Andy Jarvis
Title:	Vice President of EPC
Phone Number:	(816) 839-4969
Email Address:	ajarvis@burnsmcd.com
Reference #3:	
Name:	Jamey Bertram
Title:	Vice President
Phone Number:	(816) 822-3110
Email Address:	jbertram@burnsmcd.com

PROPOSED STAFF RESUME

ATTACHMENT DD

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

Name of Company Submitting Proposal:		Burns & McDonnell Engineering Company, Inc.	
Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff			
Contractor Staff:	X	Subcontractor Staff:	
The following information requested pertains to the individual being proposes for this project.			
Name:	Jon Busby	Key Personnel: (Yes or No)	Yes
Individual's Title:	Senior Associate Technical Consultant		
Years in Classification:	2	Years with Firm:	23
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE Information shall include a summary of the proposed individual's professional experience.			
Jonathan is an electrical engineer specializing in the design of underground transmission lines and electrical power substations. Jonathan 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 diagrams, equipment layout, relay and control schematics and wiring diagrams, and coordination with contractors, material suppliers and clients.			
RELEVANT EXPERIENCE Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.			
<p><u>L3PS Substation COLORADO RIVER COMMISSION OF NEVADA</u> <u>Las Vegas, Nevada Jan 2018 - Dec 2020</u> Underground Transmission Engineer. Worked on 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.</p> <p><u>RAVENSWOODD Queensboro Rise Light & Power</u> <u>New York, New York 2020</u> Cable lead engineer for multiple HVDC and HVAC circuits. Responsible for the conceptual design of the duct bank and vault layouts. Provided routing options for cable systems around the NYC area and upstate NY. Performed rating calculations on HVAC and HVDC land and submarine cables to determine best options for various routes / interconnections. Provided technical language for Article VII Application.</p> <p><u>CIGRE WG B1.61 Installation of XLPE Cable Systems</u> <u>2018- 2022</u> Underground transmission engineer for examining the present status, including limitations, of available voltage sources capable of testing HV and EHV AC and DC transmission cable systems. The WG will also investigate the practical implications, risks and test burden related to the different test methods. The WG will examine the technical considerations involved to establish test parameters for AC and DC cable systems such as voltage levels, test durations (number of shots for damped AC) and frequency ranges for the different voltage sources and recommend what work needs to be done to establish these parameters if the technical background is not available.</p> <p><u>Tehachapi Renewable Transmission Project Southern California Edison Company</u> <u>Brea, California Dec 2015 - Sep 2016</u> Underground transmission engineer and 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,</p>			

PROPOSED STAFF RESUME

ATTACHMENT DD

splicing, and terminating, and commissioning activities. Also witness all commissioning activities including HiPot with PD measurements.

EDUCATION

Information required shall include institution name, city, state, degree and/or achievement and date completed/received.

Bachelors, Electrical Engineering, South Dakota School of Mines & Technology, 2000

CERTIFICATIONS

Information required shall include type of certification and date completed/received.

Professional Engineer (CT, MA, ME, NY)

REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Mandy Olson	Mandy Olson
Vice President	Vice President
(816) 652-2739	(816) 652-2739
akolson@burnsmcd.com	akolson@burnsmcd.com
Reference #2:	
Name:	Andy Jarvis
Title:	Vice President of EPC
Phone Number:	(816) 839-4969
Email Address:	ajarvis@burnsmcd.com
Reference #3:	
Name:	Jamey Bertram
Title:	Vice President
Phone Number:	(816) 822-3110
Email Address:	jbertram@burnsmcd.com

PROPOSED STAFF RESUME

ATTACHMENT DD

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

Name of Company Submitting Proposal:		Burns & McDonnell Engineering Company, Inc.	
Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff			
Contractor Staff:	X	Subcontractor Staff:	
The following information requested pertains to the individual being proposes for this project.			
Name:	Jacob Clouse, PE	Key Personnel: (Yes or No)	Yes
Individual's Title:	Senior Project Engineer		
Years in Classification:	4	Years with Firm:	11
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
<p>Mr. Clouse is a senior project engineer at Burns & McDonnell. His primary areas of concentration are the civil and structural elements of overhead transmission engineering in the power delivery industry. His experience includes estimating, analysis, design, and construction support for transmission lines 69-kV through 500-kV. The design work involves the use of multiple programs including PLS-CADD, PLS-POLE, PLS-TOWER, and other in-house design programs.</p>			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
<p>CRC BOULDER FLATS SOLAR INTERCONNECTION <i>Colorado River Commission of Nevada</i> <i>Boulder City, Nevada May 2021 – Present</i> Project Engineer for the transmission line portion of the CRC Boulder Flats Solar Interconnection project and is responsible for the overall design quality of the transmission line project. Those responsibilities include: Conceptual design and initial t-line routing, vendor procurement package and equipment specification creation and sealing, review of vendor submittals, and final design review and sealing.</p> <p>INDEPENDENCE ENERGY CONNNECTION (IEC) PROJECT <i>Transource Energy LLC</i> <i>Waynesboro, Pennsylvania May 2017 - Dec 2021</i> Transmission line manager and assistant project manager. The Independence Energy Connection (IEC) project is a new overhead electrical transmission project to increase consumer access to more affordable power in the region. The electrical transmission project will be built in two segments, East and West, totaling approximately 45 miles of transmission line in Pennsylvania and Maryland. The project also includes construction of two substations, Rice and Furnace Run, in Pennsylvania and upgrading two existing substations in Maryland. Worked on design of 45 miles of 230-kV greenfield transmission line in Pennsylvania and Maryland along with the design of two greenfield substations in Pennsylvania. In addition to project design, Mr. Clouse is assisting in the management of environmental permitting and real estate activities, including the acquisition of easements for the greenfield transmission lines and substations.</p> <p>PGE NERC MIT WAVE 26 <i>PACIFIC GAS & ELECTRIC COMPANY</i> <i>San Ramon, California Jun 2014 - Apr 2017</i> Transmission engineer. Worked on designs to mitigate design code compliance issues on circuits at voltages of 230-kV and 115-kV. Responsibilities included development of mitigation strategies, PLS-CADD modeling and analysis, lattice tower modification designs, steel pole design, light duty steel pole analysis, development of material lists, and quality control. Close coordination with various project groups such as project management, environmental, permitting, construction, and procurement was critical to ensure that the mitigation designs were suited to each situation for efficiency of cost and schedule, safety, and any environmental and landowner impact. These projects required diligent attention to the specific details of each circuit while also maintaining perspective on the large overall scope and schedule of the project.</p>			

PGE-ENG SUPPORT-WHEELER RIDGE | PACIFIC GAS & ELECTRIC COMPANY***San Francisco, California | Sep 2015 - Mar 2017***

Transmission engineering lead. Worked on two greenfield projects. Managed the transmission engineering efforts required for a proponent's environmental assessment submittal to the California Public Utilities Commission and overall transmission management for project execution. Responsibilities included extensive collaboration between all client departments and a third-party project sponsor. Both projects were part of CAISO competitive solicitations and are some of the client's largest and most visible projects.

EDUCATION

Information required shall include institution name, city, state, degree and/or achievement and date completed/received.

Bachelors, Civil Engineering, University of Missouri, 2012

CERTIFICATIONS

Information required shall include type of certification and date completed/received.

Professional Engineer (KS, MD, MO, NE, NV, OK, PA, SC)

REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Name:	Mandy Olson
Title:	Vice President
Phone Number:	(816) 652-2739
Email Address:	akolson@burnsmcd.com
Reference #2:	
Name:	Andy Jarvis
Title:	Vice President of EPC
Phone Number:	(816) 839-4969
Email Address:	ajarvis@burnsmcd.com
Reference #3:	
Name:	Jamey Bertram
Title:	Vice President
Phone Number:	(816) 822-3110
Email Address:	jbertram@burnsmcd.com

Other Informational Material

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.

* * * * *

REVISED RATE SHEET
(COST PROPOSAL – SOLICITATION #ES-24-01)
Engineering Services

Vendor Name: **Burns & McDonnell Engineering Company, Inc.**

Direct Labor – Job Titles	Hourly Rate
A. Technician (Level 6)	\$130.00
B. Assistant (Level 7)	\$140.00
C. Assistant (Level 8)	\$160.00
D. Assistant (Level 9)	\$180.00
E. Staff (Level 10)	\$220.00
F. Staff (Level 11)	\$240.00
G. Senior (Level 12)	\$250.00
H. Senior (Level 13)	\$260.00
I. Associate (Level 14)	\$270.00
J. Associate (Level 15)	\$280.00
K. Associate (Level 16)	\$320.00

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 January 1, 2024 through December 31, 2024, 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, such as authorized travel and subsistence, the client shall pay the cost plus 10 percent where allowed by the State of Nevada.
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.

COLORADO RIVER COMMISSION OF NEVADA

ES-24-01

ENGINEERING SERVICES

PROPRIETARY INFORMATION

JANUARY 2024

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Proprietary Information



No proprietary information is included in the Technical Proposal with this proposal.

The Vendor Financial Information is considered confidential information.