

COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM F
FOR MEETING OF DECEMBER 14, 2021

SUBJECT:

For Possible Action: Consideration of and possible action to adjust the amount of collateral the Commission's retail industrial contractors are required to post for Calendar Year 2022 pursuant to their contracts with the Commission.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

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

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

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

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

Based on its review of each customer's payment history and financial risk, Staff recommends that the collateral requirement for each of its retail contractors, except for Borman Specialty Materials (BSM), be set at the minimum collateral requirement Staff recommends keeping BSM's collateral at its current level of \$750,000 due to the uncertainty of BSM's load forecast. Load forecast uncertainty results in staff potentially having to lay off BSM's hydropower to another CRCNV contractor on a monthly basis which introduces financial risk to the Commission. Should BSM's load forecast become more certain, staff will re-evaluate BSM's collateral requirement and request Commission approval to revise the amount.

The proposed collateral amounts for the other industrial contractors, represent a decrease from the current collateral held by the Commission for each of those contractors due to the 57% decrease in electrical load experienced by the contractors resulting from COVID-19.

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

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**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM F (CONTINUED)
FOR MEETING OF DECEMBER 14, 2021**

STAFF COMMENTS AND BACKGROUND (CONTINUED):

Contractor	Minimum Collateral Requirement	Recommended Collateral Requirement	Present Collateral	Change from Present
Basic Water Company	\$170,077.56	\$170,077.56	\$275,211.50	(\$105,133.94)
Lhoist North America	\$18,786.88	\$18,786.88	\$21,078.60	(\$2,291.72)
EMD Acquisition LLC	\$606,103.38	\$750,000.00	\$750,000.00	\$0
Olin Chlor Alkaline Products	\$50,368.16	\$50,368.16	\$67,641.39	(\$17,273.23)
Titanium Metals Corporation	\$376,784.95	\$376,784.95	\$2,022,197.30	(\$1,625,412.35)
Total	\$1,222,120.93	\$1,366,017.55	\$3,116,128.79	(\$1,750,111.24)

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM G
FOR MEETING OF NOVEMBER 9, 2021**

SUBJECT:

For Possible Action: Consideration of and possible action to approve Amendment No. 1 to the contract between Burns and McDonnell Engineering Company, Inc. (Burns and McDonnell) and the Colorado River Commission of Nevada (Commission) for engineering services increasing the not to exceed amount of the contract from \$860,000 to \$1,860,000.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

Staff recommends that the Commission approve Amendment No. 1 and authorize the Executive Director to sign the agreement on behalf of the Commission.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

Staff issued the original RFP for Engineering and Construction Management Services in December of 2019. Burns and McDonnell was the only respondent to the RFP and met the requirements of the RFP. A contract of \$860,000 was awarded to Burns and McDonnell to provide these services as required by the Commission at its December 2020 meeting.

The contract with Burns and McDonnell is to provide the necessary engineering and construction management for the Boulder Flats solar project. This project encompasses the construction of a 350 MW solar generating facility.

Amendment No. 1 would allow Burns and McDonnell to provide the engineering and construction management services for the 10-mile 230 kV transmission line that would intersect CRCNV's Mead-Newport 230 kV line with a newly constructed 230 kV three- breaker ring bus.

The original intent was to have Burns and McDonnell provide the necessary engineering and construction management services for the three-breaker ring bus and to award a separate contract via an RFP to another engineering firm to provide engineering and construction services for the 10-mile 230 kV transmission line. However, several factors have necessitated moving the 10-mile transmission line portion of the project to the Burns and McDonnell contract. Those factors include: 1) The inability to reach contract terms with a second engineering firm; 2) The critical nature of this project in relation to the states mandates to meet renewable energy targets as set forth by the Nevada Legislature and Governor's office by passage of SB 358 in 2019; and 3) Scheduling requirements by both CRCNV and the Western Area Power Administration (WAPA).

These factors are key in requesting Amendment No. 1 that would allow for Burns and McDonnell to perform the design and construction services for the 10-mile 230 kV transmission line. Assigning Burns and McDonnell the 10-mile transmission line design and construction project will necessitate an increase of the contract amount from \$860,000 to \$1,860,000.

Funding will be provided via the operation and maintenance budgets as designated for the Commission's support of the Southern Nevada Water Authority Power Delivery Project, Clark County Water Reclamation District, and the Basic Substation Project, and as directed by task authorizations set forth by the Commission and its Staff. The Commission will be funded by its customers for all expenditures incurred for this contractor under this agreement.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

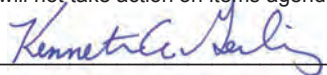
Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Burns & McDonnell, Inc.	Parent company	100%

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a CRCNV full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that CRCNV employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a CRCNV full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

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

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

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

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

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

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

For CRCNV Use Only:

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

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

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

CETS #:	23829
Solicitation #:	ES-19-02

AMENDMENT NO. 1

TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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:	Robert Reese
Phone:	702-682-6972
Fax:	702-856-3617
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

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract resulting from Request for Proposal ES-19-02 and dated 02/09/2021, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. The Contract cost set forth in Section 6 of the Original Contract, shall be increased by \$1,000,000.00 the not to exceed amount of \$1,860,000.00

B. Current Contract Language:

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

\$ Agreed	Per	Task Authorization
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Total Contract Not to Exceed:	\$860,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

CETS #:	23829
Solicitation #:	ES-19-02

C. **Amended Contract Language:**

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

\$ Agreed	Per	Task Authorization
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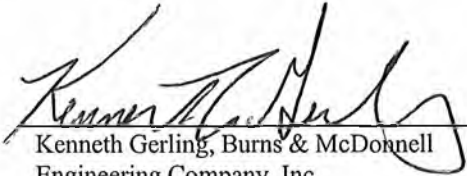
Total Contract Not to Exceed:	\$1,860,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

CETS #:	23829
Solicitation #:	ES-19-02


 Kenneth Gerling, Burns & McDonnell
 Engineering Company, Inc.

11/29/2021
 Date

Vice President

Eric Witkoski, Colorado River Commission of
 Nevada

Date

Executive Director

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
 Date

Approved as to form by:

Christine Guerci-Nyhus, Deputy Attorney General for
 Attorney General

On: _____
 Date

ORIGINAL
CONTRACT

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
 A Contract Between the State of Nevada
 Acting by and Through its

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

Contractor Name:	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.

F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be Date 02/18/2021.)

Effective from:	Date 03/01/2021	To:	Date 03/01/2025
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK
ATTACHMENT B:	INSURANCE SCHEDULE
ATTACHMENT C:	STATE SOLICITATION OR RFP ES-19-02
ATTACHMENT D:	CONTRACTOR'S RESPONSE

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

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

\$ Agreed	Per	Task Authorization
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Total Contract Not to Exceed:	\$860,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS

353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

9. INSPECTION & AUDIT.

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, reasonable advance written notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. These inspection and audit rights will not apply to any agreed-upon fixed rates or percentage multipliers, or any rates, charges, costs, hours worked, or expenses related to services performed on a lump sum or fixed price basis. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, the date of completion of the applicable task, or the termination of authorization for performance of the applicable task, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided. If the State terminates this Contract without cause, the State shall pay Contractor for Work completed prior to the termination.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:

- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so, requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so, requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court,

the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive, consequential, special, or indirect damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the Contract maximum "not to exceed" value. The above limitation of liability for Contractor's breach shall not apply to Contractor's tort liability which shall not exceed fifteen million dollars (\$15,000,000). The above limitation of liability for Contractor's breach shall not apply to Contractor's gross negligence, fraud, willful misconduct, or third-party tort liability.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, epidemics or pandemics, government restrictions; or orders of a government authority restricting ability to do or continue business for reasons not caused by Contractor, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases. Contractor may request a change order if its scope is materially affected by a force majeure event.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, caused by negligent acts or omissions or willful misconduct of Contractor, its officers, employees and agents.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment E*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract. The State and Contractor waive all rights against each other and their respective officers, directors, agents, or employees for damage covered by property insurance or self-insurance during and after completion of the Services.

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

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

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

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

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, and employees as defined in NRS 41.0307 shall be included as additional insureds for liability caused by Contractor for work required within the Contract.
- 2) Waiver of Subrogation: The general liability, auto liability and workers compensation insurance policies shall provide for a waiver of subrogation against the State of Nevada, its officers, and employees as defined in NRS 41.0307 for losses caused by work/materials/equipment performed or provided by or on behalf of Contractor, where allowed by law. A waiver of subrogation shall not apply to professional liability.
- 3) Cross Liability: All required liability policies, except professional liability, shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Any deductible or self-insured retention shall be the responsibility of Contractor.
- 5) Policy Cancellation: Except for ten (10) days' notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, or non-renewed and shall provide that notices required by this Section shall be sent by mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers reasonably acceptable to the State and having agents authorized in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

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

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

shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

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

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 0413 or CG 20 37 0413), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
 - 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with limits, the certificate of insurance must evidence the Express or Umbrella policy.
 - 4) **Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not be construed to be sufficient to protect Contractor or its subcontractors, employees or agents from liability while performing under this Contract.
17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
 18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
 19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
 20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
 21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
 22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation.

The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with customarily accepted standards in the Contractor's profession or industry; shall conform to or exceed the specifications set forth in the incorporated attachments. If Contractor fails to meet the foregoing standard of care, Contractor will re-perform at its own cost, and without reimbursement from the State, the Services necessary to correct negligent errors and omissions which are reported to Contractor within five (5) years from the completion of the Services. The State shall promptly notify Contractor upon discovery of such defects in the Services. This obligation to re-perform the Services is Contractor's sole obligation and the State's sole and exclusive remedy with respect to defects in the quality of the Services. No implied warranty or merchantability or fitness for a particular purpose shall apply.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

- 28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
- 29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
- 30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties' consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
- 31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

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

<i>Kenneth A. Gerling</i>	12/08/2020	
Kenneth Gerling, Burns & McDonnell Engineering Company, Inc.	Date	Vice President

<i>Eric Witkoski</i>	12/8/2020	
Eric Witkoski, Colorado River Commission of Nevada	Date	Executive Director

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

Christine Guerci-Nyhus, Deputy Attorney General for Attorney General	Date

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.

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".
- b. Consultant shall use commercially reasonable efforts to require sub-consultants to maintain the same requirements identified in this section.

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

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

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. Consultant shall use commercially reasonable efforts to require sub-consultants to maintain the same requirements identified in this section. Consultants shall notify the State in the event subcontractor are unable to obtain limits as outlined within this agreement.

- c. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

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

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

1. The State of Nevada is included as an additional insured.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Robert Reese, 555 E. Washington Ave., Suite 3100, Las Vegas, NV 89101**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to evidence coverage on its behalf.

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

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

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

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

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



Steve Sisolak
Governor
Eric Witkoski
Executive Director

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

Release Date: 10/07/2019

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

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

For additional information, please contact:

Robert D. Reese, Assistant Director, Engineering and Operations

State of Nevada, Colorado River Commission of Nevada

555 E. Washington Avenue, Suite 3100

Las Vegas, NV 89101-1065

Phone: 702-486-2670

Email address: breese@crc.nv.gov

Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP ES-19-02

Vendor Must:

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

V1	Company Name	
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V2	Street Address	
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V3	City, State, ZIP	
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V4	Telephone Number	
	Area Code:	Number:

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

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

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

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

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

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PROJECT OVERVIEW

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

ACRONYMS / DEFINITIONS

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

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

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

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

2.1 STATE OBSERVED HOLIDAYS

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

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

Holiday	Day Observed
Christmas Day	December 25

SCOPE OF WORK

3.1 SERVICES TO BE PERFORMED

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

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

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

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

3.1.4 Preparation of transmission structure re-location designs;

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

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

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

3.1.8 Supervisory and data acquisition control system programming; and

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

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

COMPANY BACKGROUND AND REFERENCES

4.1 PRIMARY VENDOR INFORMATION

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

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

- 4.1.2 **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.
- 4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS §76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>. Vendors must provide the following:

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

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

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

If "No," provide explanation.

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

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

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

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

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

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

If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

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

- 4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

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

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

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

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

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

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

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

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

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

4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

If "Yes", vendors must:

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

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

4.3 BUSINESS REFERENCES

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

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

Reference #:			
Company Name:			
<i>Identify role company will have for this RFP project (Check appropriate role below):</i>			
	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;"><i>VENDOR</i></td> <td style="text-align: center;"><i>SUBCONTRACTOR</i></td> </tr> </table>	<i>VENDOR</i>	<i>SUBCONTRACTOR</i>
<i>VENDOR</i>	<i>SUBCONTRACTOR</i>		
Project Name:			
Primary Contact Information			
Name:			
Street Address:			
City, State, Zip			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including			

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

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

4.4 VENDOR STAFF RESUMES

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

COST

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

FINANCIAL

6.1 PAYMENT

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

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

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

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

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

6.2 BILLING

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

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

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

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

WRITTEN QUESTIONS AND ANSWERS

7.1 FIRST SET OF QUESTIONS AND ANSWERS

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

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

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

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

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

7.2 SECOND SET OF QUESTIONS AND ANSWERS

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

RFP TIMELINE

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

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

PROPOSAL SUBMISSION INSTRUCTIONS

9.1 GENERAL SUBMISSION INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

9.2 PART I – TECHNICAL PROPOSAL

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

9.2.3 Format and Content

9.2.3.1 Tab I – Title Page

The title page must include the following:

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

9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.3.3 Tab III – Vendor Information Sheet

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

9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

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

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

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

9.2.3.6 Tab VI – Scope of Work

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

9.2.3.7 Tab VII – Section 4 – Company Background and References

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

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

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

9.2.3.9 Tax IX – Other Informational Material

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

9.3 PART II – COST PROPOSAL

9.3.1 The cost proposal must include:

- 9.3.1.1 One (1) original marked “MASTER”; and
- 9.3.1.2 Six (6) identical copies.

9.3.2 The Cost Proposal **must not** be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

9.3.3 Format and Content

9.3.3.1 Tab I – Title Page

The title page must include the following:

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

9.3.3.2 Tab II – Cost Proposal

Vendor’s response for the cost proposal must be included in this tab.

9.3.3.3 Tab III – Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of RFP

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

9.4 PART III – CONFIDENTIAL INFORMATION

9.4.1 The confidential information proposal must include:

- 9.4.1.1 One (1) original marked “MASTER”; and
- 9.4.1.2 One (1) identical copy.

9.4.2 Format and Content

9.4.2.1 Tab I – Title Page

The title page must include the following:

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

9.4.2.2 Tab II - Confidential Technical Information

- A. Vendors only need to submit information in Tab II if the proposal includes any confidential technical information (*Refer to Attachment A, Confidentiality and Certification of Indemnification*).
- B. Vendors must cross reference back to the technical proposal sections, as applicable.

9.4.2.3 Tab III – Confidential Financial Information

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

9.5 CONFIDENTIALITY OF PROPOSALS

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

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

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

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

9.5.4 The required CDs must contain the following:

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

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

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

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

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

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

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

9.5.6 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

9.6 PROPOSAL PACKAGING

9.6.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows.

9.6.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

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

9.6.3 Proposals *must be received at the address referenced below no later than the date and time specified in Section 8, RFP Timeline*. Proposals that do not arrive by proposal opening time and date *will not be accepted*. Vendors may submit their proposal any time prior to the above stated deadline.

9.6.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.

9.6.5 Email, facsimile, or telephone proposals will NOT be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by email, facsimile, or written notice provided such notice is received prior to the opening of the proposals.

9.6.6 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

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

PROPOSAL OPENING TIME:	2:00 PM
FOR:	Engineering Services
VENDOR'S NAME:	

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

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

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

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

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

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

PROPOSAL EVALUATION AND AWARD PROCESS

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

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

Proposals shall be kept confidential until a contract is awarded.

- 10.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5)
- 10.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.

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

TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

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

- 11.1.1 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 The failure to separately package and clearly mark **Part III** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.1.5 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license

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

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

- 11.1.17 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.
- 11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the NAC.
- 11.1.20 NRS 333.290 grants a preference to materials and supplies that can be supplied from a "charitable, reformatory or penal institution of the State" that produces such goods or services through the labor of inmates. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation. In addition, NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates. The Administrator will apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.

11.2 CONTRACT TERMS AND CONDITIONS

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

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

- 11.2.4 *Attachment B and Attachment J* of this RFP shall constitute an agreement to *all* terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors *must* be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.
- 11.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.2.6 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 11.2.7 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2.8 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

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

11.3 PROJECT TERMS AND CONDITIONS

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

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

11.3.1 Award of Related Contracts

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

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

11.3.2 Products and/or Alternatives

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

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

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

11.3.3 State Owned Property

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

11.3.4 Inspection/Acceptance of Work

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

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

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

11.3.5 Travel

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

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

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

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

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

11.3.6 Completion of Work

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

11.3.7 Right to Publish

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

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

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

11.3.7.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance

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

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

11.3.8 Protection of Sensitive Information

Protection of sensitive information will include the following:

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

SUBMISSION CHECKLIST

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

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

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

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

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

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

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

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

Part III – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

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

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

Company Name

Signature

Print Name

Date

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

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

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

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

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

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

Company Name

Signature

_____ Date

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

EXCEPTION SUMMARY FORM

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

ASSUMPTION SUMMARY FORM

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

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

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name

Vendor Signature

Print Name

Date

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

ATTACHMENT D – CONTRACT FORM

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

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

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

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

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

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

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

- REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS.**

- A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
- B. "Contracting Agency" – means the State agency identified above.
- C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
- D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
- E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
- F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

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

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

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

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

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

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

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

\$	per	
Total Contract or installments payable at:		
Total Contract Not to Exceed:	\$	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. General Requirements.

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

C. Evidence of Insurance.

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

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

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

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

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national

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

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

Independent Contractor's Signature Date Independent Contractor's Title

State of Nevada Authorized Signature Date Title

State of Nevada Authorized Signature Date Title

State of Nevada Authorized Signature Date Title

Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: _____
Date

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

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

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



ATTACHMENT F – REFERENCE QUESTIONNAIRE

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

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor's proposed subcontractor MUST complete Part A of the Reference Questionnaire.
2.	Proposing vendor MUST send the following Reference Questionnaire to EACH business reference listed for completion of Part B, Part C and Part D.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: <div style="margin-left: 40px;"> State of Nevada, Colorado River Commission of Nevada Subject: RFP ES-19-02 Attention: Robert D. Reese Email: breese@crc.nv.gov Fax: 702-856-3617 </div> Please reference the RFP number in the subject line of the email or on the fax.
4.	The completed Reference Questionnaire MUST be received no later than 4:30 PM PT <u>12/09/2019</u> .
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.



Reference
Questionnaire.doc

To open the document, double click on the icon.

ATTACHMENT G – PROPOSED STAFF RESUME

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



Proposed Staff
Resume.doc

To open the document, double click on the icon.

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

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



To open the document, double click on the icon.

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

ATTACHMENT I – COST SCHEDULE



Cost Schedule
Attachment CC.pdf

To open the document, double click on the icon.

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

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

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

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

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

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

Company Name

Signature

_____ Date

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

EXCEPTION SUMMARY FORM

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

ASSUMPTION SUMMARY FORM

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

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

PROPOSAL FOR
ENGINEERING SERVICES
PART I - TECHNICAL PROPOSAL
MASTER

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

DECEMBER 9, 2019



December 6, 2019

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

RE: RFP ES-19-02 for Engineering Services

Dear Mr. Reese,

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth Gerling".

Kenneth Gerling
Vice President

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

Adam Roth
Project Manager

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

Vendor Information Sheet

V1	Company Name	Burns & McDonnell Engineering Co., Inc.	
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V2	Street Address	9400 Ward Parkway	
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V3	City, State, ZIP	Kansas City, MO 64114	
----	------------------	-----------------------	--

V4	Telephone Number		
	Area Code: 816	Number: 333-9400	Extension:

V5	Facsimile Number		
	Area Code: 816	Number: 822-4386	Extension:

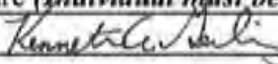
V6	Toll Free Number		
	Area Code:	Number:	Extension:

V7	Contact Person for Questions / Contract Negotiations, including address if different than above		
	Name: Kenneth Gerling		
	Title: Vice President Transmission & Distribution		
	Address: 9400 Ward Parkway, Kansas City, MO 64114		
Email Address: kgerlin@burnsmcd.com			

V8	Telephone Number for Contact Person		
	Area Code: 816	Number: 822-3982	Extension:

V9	Facsimile Number for Contact Person		
	Area Code: 816	Number: 822-4386	Extension:

V10	Name of Individual Authorized to Bind the Organization		
	Name: Kenneth Gerling		Title: Vice President

V11	Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)		
	Signature: 		Date: 12-6-19

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

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

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

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

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

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

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

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

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

Burns & McDonnell Engineering Co., Inc.

Company Name

Kenneth Gerling
Signature

Kenneth Gerling

Print Name

12/6/2019

Date

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

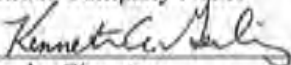
ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Burns & McDonnell Engineering Co., Inc.

Vendor Company Name



Vendor Signature

Kenneth Gerling

12/6/19

Print Name

Date

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



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

CERTIFICATE OF REGISTRATION

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

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

January 01, 2019
Date Of Registration

December 31, 2019
Expiration Date


Executive Director

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

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

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

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

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

Burns & McDonnell Engineering Co., Inc.

Company Name
Kenneth Gerling
Signature

Kenneth Gerling *12/6/2019*
Print Name Date

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

EXCEPTION SUMMARY FORM

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

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

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

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

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

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

ASSUMPTION SUMMARY FORM

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

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

TAB VI - SCOPE OF WORK

3.1 SERVICES TO BE PERFORMED

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

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

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

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

3.1.4 Preparation of transmission structure re-location designs;

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

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

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

3.1.8 Supervisory and data acquisition control system programming; and

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

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

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

TAB VII - COMPANY BACKGROUND AND REFERENCES

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

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

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

4.1.1 **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.

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

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

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

Yes	X	No	
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If "No," provide explanation.

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

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

Yes	X	No	
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If "Yes," complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

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

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

Yes		No	X
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If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

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

- 4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	X
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If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

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

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

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

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

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

INTRODUCTION

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

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

A LEADER IN MEETING TODAY'S CHALLENGES

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

QUALITY ENGINEERING: PART OF THE CULTURE

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

RESPONSIVE SERVICE WITH EMPLOYEE OWNERSHIP

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

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

FORMULA FOR CLIENT SUCCESS

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

SAFETY IS OUR TOP PRIORITY

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

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

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

SUBSTATION

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

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

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

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

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

TRANSMISSION

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

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

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

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

DISTRIBUTION

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

TELECOMMUNICATIONS

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

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

ELECTRICAL SERVICES

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

CIVIL/STRUCTURAL

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

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

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

4.2 SUBCONTRACTOR INFORMATION

- 4.2.1 Does this proposal include the use of subcontractors?

Yes		No	X
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4.3 BUSINESS REFERENCES

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

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

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

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

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

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

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

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

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

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

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

Burns & McDonnell Engineering Company, Inc.
Corporate Environmental Management Program

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

SECTION 1 – ADHERENCE TO LAWS AND REGULATIONS

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

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

SECTION 2 – WASTE MANAGEMENT

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

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

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

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

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

SECTION 3 – SPILL PREVENTION

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

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

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

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

SECTION 4 – CONTAINER HANDLING AND LABELING

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

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

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

SECTION 5 – AIR EMISSIONS CONTROL AND MONITORING

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

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

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

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

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

SECTION 6 – CULTURAL RESOURCES

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

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

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

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

SECTION 7 – THREATENED AND ENDANGERED SPECIES

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

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

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

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

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**ATTACHMENT G
PROPOSED STAFF RESUME**

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

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

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

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

	<p><i>administration, construction management, and QA/QC. He also developed and implemented project policies and procedures, established project control systems, and developed and implemented the project execution plan. Mr. Gerling was the primary contact with the client Mr. Gerling was responsible for project administrative issues such as managing subcontracts, invoicing, project staffing, project reporting, maintaining project offices and trailers, project training, and the management of equipment, fleet vehicles and project supplies.</i></p>
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EDUCATION

<i>Institution Name:</i>	<i>University of Missouri at Kansas City</i>
<i>City:</i>	<i>Kansas City, Missouri</i>
<i>State:</i>	<i>BS, Civil Engineering</i>
<i>Degree/Achievement:</i>	
<i>Certifications:</i>	<p><i>University of Kansas Lawrence, Kansas MS, Engineering/Industrial Management Professional Engineer (CT, KS)</i></p>

REFERENCES

<i>Minimum of three (3) required, including name, title, organization, phone number, fax number and email address</i>	<p><i>Jim Hogan Senior Vice President, Burns & McDonnell 816-822-3470 jhogan@burnsmcd.com</i></p> <p><i>John Olander Chief Operating Officer, Burns & McDonnell 816-822-3883 jolander@burnsmcd.com</i></p> <p><i>Ray Kowalik Chief Executive Officer 816-822-3338 rkowali@burnsmcd.com</i></p>
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**ATTACHMENT G
PROPOSED STAFF RESUME**

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

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

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

REFERENCES

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

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

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

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

**ATTACHMENT G
PROPOSED STAFF RESUME**

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

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

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

**ATTACHMENT G
PROPOSED STAFF RESUME**

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

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

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

PROPOSAL FOR
ENGINEERING SERVICES

PART II - COST
MASTER

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

DECEMBER 9, 2019



CREATE AMAZING.

9400 Ward Parkway
Kansas City, MO, 64114
burnsmcd.com

ATTACHMENT CC

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

Vendor Name

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

NOTES:

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

Part II

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

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

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

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

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

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

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

Burns & McDonnell Engineering Co., Inc.

Company Name

Kenneth Gerling

Signature

Kenneth Gerling

Print Name

12/6/19

Date

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

EXCEPTION SUMMARY FORM

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

ASSUMPTION SUMMARY FORM

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

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



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

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

DECEMBER 9, 2019



CREATE AMAZING.

Part III

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

Part III

Tab II – Confidential Technical Information

Burns & McDonnell has no confidential technical information to include.

Part III

Tab III – Confidential Financial Information

*Burns & McDonnell Engineering Co DUNS #055451405
Tax ID # is 430956142*





CREATE AMAZING.

9400 Ward Parkway
Kansas City, MO, 64114
burnsmcd.com

