



CITY OF BOULDER CITY

401 California Avenue
Boulder City, NV 89005
www.bcnv.org

**City of Boulder City
Request for Proposal ("RFP")
RFP 2019-07 Utilities Rate Study
(June 25, 2019)**

Proposals will be received electronically on the Nevada Government eMarketplace (NGEM) System at www.ngemnv.com until **July 25, 2019 at 1:00 P.M.** (the "Proposal Due Date"), at which time proposals will be publicly unsealed.

A Pre-Proposal Conference will not be conducted. All questions or concerns can be submitted electronically on the NGEM System or via e-mail to Paul Sikora, Purchasing Manager at psikora@bcnv.org. The cut-off time for all questions is **July 15, 2019, at 12:00 p.m.** If any questions are received, an addendum will be issued to answer those questions and the addendum will be posted in the NGEM System and will be made available at the City of Boulder City Purchasing Office.

Proposal documents may be accessed at www.ngemnv.com or at the City of Boulder City Purchasing Office, Monday through Thursday, 7:00 a.m. – 5:45 p.m. at City Hall, 401 California Ave, Boulder City, Nevada, 89005. The City reserves the right to reject any and all proposals, waive any informality or technicality, or to otherwise accept proposals deemed in the best interest of the City.

Paul Sikora
Purchasing Manager

Published Las Vegas Review Journal June 28, 2019

City of Boulder City
Request for Proposal (“RFP”)
RFP 2019-07 Utilities Rate Study

Requirements for Request for Proposal

- 1. PUBLIC RECORDS:** The RFP documents and all Proposals submitted in response thereto are public records. You are cautioned not to put any material into the Proposal that is proprietary in nature. All Proposals submitted become the property of the City.
- 2. PERFORMANCE OF WORK:** The City of Boulder City is issuing this request for proposal (“RFP”) from qualified, experienced Respondents to solicit Proposals to conduct a comprehensive electric, water, wastewater and solid waste rate study. The successful Respondent shall perform all the work described in this RFP in a satisfactory and acceptable manner according to the terms set forth herein and in any contract entered into with the City.
- 3. FORM OF CONTRACT:** Execution of a Contract by all named parties (“Contract”) will authorize delivery of services obtained under this RFP.
- 4. EXPLANATION TO RESPONDENT:** Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed a reply to reach Respondent before submission of its Proposal. Oral explanations given before the award of the Contract will not be binding. Any written interpretation made will be furnished to all Respondents, and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications or other pre-Proposal documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Paul Sikora by email at Psikora@bcnv.org or by mail at ATTN: Paul Sikora, Purchasing Manager, City of Boulder City, 401 California Avenue, Boulder City, Nevada, 89005. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be e-mailed to all known prospective Respondents and published in the Nevada Government E-Marketplace. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under the Proposal documents as submitted. All addenda issued shall become part of the Proposal documents.
- 5. METHOD OF EVALUATION AND AWARD:** The evaluation of the Proposals will be conducted by City personnel. Prepare your Proposal according to the appropriate sections and your Proposal will be evaluated accordingly.
- 6. ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that this Contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party. The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.
- 7. CONDITIONS OF PROPOSAL SUBMITTAL:**

 - (a) The Proposal must be signed by a duly authorized official of the proposing firm or company submitting its Proposal.
 - (b) No Proposal will be accepted from any person, firm, or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.

(c) All Proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

- 8. AWARD OPTIONS:** The City of Boulder City will award this Request for Proposal based on the Respondent who submits the most responsive, responsible Proposal deemed to be in the City's best interest.
- 9. PROTESTS:** The City will publish the Recommendation of Award Notification on the City of Boulder City website (www.bcnv.org/Bids.aspx), and in the Nevada Government E-Marketplace. A copy will also be emailed to every respondent who submitted a Proposal. Respondent may file a notice of protest regarding the proposed award of a Contract by the City Council. Respondents will have five (5) business days from the date the Recommendation of Award is published to submit the written protest to the Purchasing Office. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the Contract documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the Purchasing Office. The bond posted must be in an amount equal to the lesser of (i) twenty-five percent (25%) of the total value of the Proposal submitted by the person filing the notice of protest; or (ii) two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the Contract until a determination is made by the City Council. A person who makes an unsuccessful bid may not seek any type of judicial intervention until after the City Council has made a determination on the notice of protest and awarded the Contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a Proposal, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

- 10. LICENSES:** All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of Proposals for this project. *Upon award the successful Respondent may be required to obtain a City of Boulder City Business License.*
- 11. PUBLIC "UNSEALING":** Proposals received will be "Unsealed" in the Nevada Government E-Marketplace and the names of the responding companies will be available for review. Respondents will only be able to view their own Proposal document once unsealed
- 12. TERM OF THE AGREEMENT:** The agreement commences upon approval by the City Council and execution of a Contract and will continue until project completion.
- 13. INSURANCE:** Prior to the commencement of the Contract, the successful Respondent must provide properly executed Certificates of Insurance to the City of Boulder City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will (i) waive subrogation against the City, its officers, agents, servants, and employees; (ii) will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required; (iii) will include or be endorsed to cover the Respondent's contractual liability to the City; and (iv) disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-

insured retention may exceed \$250,000.00 without the City's written approval. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after 30 days' written notice has been given to, and approved in writing by, the Purchasing Office.

The policy shall provide the following minimum limits:

COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury - - - - - \$ 1,000,000 each person
\$ 2,000,000 each accident
Property Damage- - - \$ 1,000,000 each accident
Combined Single Limit \$2,000,000

AUTOMOBILE LIABILITY INSURANCE

Bodily Injury - - - - - \$ 1,000,000 each person
\$ 2,000,000 each accident
Property Damage- - - \$ 1,000,000 each accident
Combined Single Limit \$2,000,000

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the "Insurance Service Office", or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the Proposal prices and no additional compensation will be made. In addition, the Respondent shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

- 14. WORKER'S COMPENSATION INSURANCE:** The successful Respondent shall secure, maintain in full force and effect, and bear the cost of complete Worker's Compensation Insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616A-616D, inclusive, for the duration of the Contract and shall furnish the City, prior to the execution of the Contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph.
- 15. INDEMNITY:** The successful Respondent agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims arising out of or related to the Respondent's performance on this project.
- 16. PROVISIONS PROVIDED BY LAW:** Each and every provision and clause required by law to be inserted in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract forthwith shall be physically amended to make such insertion or correction. The Respondent's attention is directed to the fact that all applicable City, County, State and Federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout its duration, and they will be deemed to be included in the Contract the same as though herein written out in full.
- 17. ADDENDA INTERPRETATIONS:** If it becomes necessary to revise any part of this Request for Proposal, a written addendum will be provided. The City is not bound by any oral clarifications changing the scope of work for this project. The addendum must be acknowledged and returned in the Proposal submission.
- 18. CANCELLATION OF CONTRACT:** The City reserves the right to cancel the award or execution of any Contract at any time before the Contract has been approved by the City Council without any liability or claims thereof against the City.

- 19.** **TERMINATION FOR CONVENIENCE:** The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within 30 days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent within thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.
- 20.** **TAXES:** The City is exempt from State, Retail, and Federal Excise Taxes. The Proposal price must be net, exclusive of taxes.
- 21.** **EXCEPTIONS:** Each Respondent will list on a separate sheet of paper any exceptions to specifications and attach it to its Proposal.
- 22.** **AUDIT OF RECORDS:**
- (a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Proposal in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Proposal for a period of three (3) years after completion of this Proposal and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Proposal. The successful Respondent agrees to give the City access to records immediately upon request.
 - (b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Proposal at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the City desires concerning successful Respondent's operation hereunder at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City of Boulder City as designated by the City. If the City or the City's designated representative(s) find that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

- (c) If, at any time during the term of this Proposal, or at any time after the expiration or termination of the Proposal, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (a) repaid immediately by the successful Respondent to the City or (b) at the City's option, credited against any future billings due the successful respondent.
- (d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Proposal.
- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful Respondent's right to dispute.

23. INDEPENDENT CONTRACTOR: In the performance of services under this Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful Respondent as the sole responsible party for the performance of this Contract. The successful Respondent shall maintain complete control over its employees. Nothing contained in this Contract or awarded by the Company shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

24. PUBLIC RECORDS: The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records are public records, which are subject to inspection and copying by any person, unless declared by law to be confidential. This Contract, all supporting documents, and Proposals submitted under the original Request for Proposals are deemed to be public records.

25. COMPANY PERSONNEL: The successful Respondent is solely responsible for the supervision and control of its Company staff performing work under this Contract; however, the City of Boulder City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the agreement a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement.

26. KEY PERSONNEL: For the City of Boulder City:

Paul Sikora, Purchasing Manager. He is responsible for the administration and audit of the Contract and any contractual changes. He can be reached at (702) 293-9246, or at psikora@bcnv.org. Monday through Thursday, 7:00 a.m. to 6:00 p.m.

Dennis Porter, Utilities Director. He or her designee is responsible for monitoring the project and is responsible for any requested changes by the Respondent. He can be reached at (702) 293-9233, or at dporter@bcnv.org, Monday through Thursday, 7:00 a.m. to 6:00 p.m.

The cutoff time for any questions regarding this Request for Proposal is Monday, July 15, 2019 at 12:00 p.m. Local time. Any questions submitted beyond this cutoff time will not be answered.

**City of Boulder City
Request for Proposal (“RFP”)
RFP 2019-07 Utilities Rate Study
Definitions**

Advertisement for Request for Proposal - the official legal published advertisement of the Proposal requirements.

Certificates of Insurance – a document issued by an insurance company/broker that is used to verify the existence of insurance coverage under specific conditions granted to listed individuals. This document should list the effective date of the policy, the type of insurance coverage provided, the type and dollar amount of applicable liability, and shall list the City of Boulder City as an additional insured.

City - the City of Boulder City.

City Attorney – the lawyer appointed as legal counsel to represent the City of Boulder City in all legal matters.

City Clerk - a public officer charged with recording the official proceedings and vital statistics of the City of Boulder City.

City Council - the legislative body that governs the City of Boulder City.

City Manager - a person not publicly elected but appointed by the City Council to manage the City of Boulder City.

City Records - information, minutes, files, accounts or other records which the City of Boulder City is required to maintain, and which must be accessible to review by the public.

City Staff - any person currently employed by the City of Boulder City.

Contract Period – the time from the notification of award of the City Council by the City Clerk to the successful Respondent until the time of the completion of the Contract.

Key Personnel - defined City employees listed in Paragraph 30.

Mandatory Pre-Proposal Conference – a meeting in which the Respondent is required to attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a Proposal. This meeting may also be designated as “Optional”.

Minimum Requirements – the minimal requirements needed to complete this project.

Nevada Government E-Marketplace (NGEM) – The on-line site where proposals are advertised, questions are answered, proposals are submitted, and Recommendations of Award are posted.

Nevada Public Records Law – as defined in NRS Chapter 239.

Proposal - document returned by Respondent to the City of Boulder City offering the product or service that meets the requested specifications. Respondent will fill out the Proposal documents with their price offering and complete all required documents. Respondent will enter their Proposal in the Nevada Government E-Marketplace prior to the cutoff date and time detailed on the Request for Proposal.

Purchasing Department – The City of Boulder City Department that reviews the Proposals for compliance to specifications, reviews the pricing, and awards the Contract to the most responsive and responsible Respondent.

Purchase Order – a purchase order issued by the Purchasing Department informing Respondent of the quantity of goods requested and the delivery location of where the goods are to be delivered. The purchase order also indicates the billing address for invoice submission.

Recommendation of Award Notification – notification to the general public that the City of Boulder City has recommended a Respondent who has been selected based on having the best Proposal by meeting the criteria listed in the Proposal documents.

Representative – person who represents a company and compiles questions to enable the company to submit a bid that accurately identifies the City's requirements.

Respondent(s) or Proposer(s) – Vendor who offers the requested service or product to the City on the official Request for Proposal.

Subcontractor - a person who, or business that, contracts to provide some service or material necessary for the performance of another's contract.

Warranty - a guarantee on purchased goods that they are of the quality represented and will be replaced or repaired if found to be faulty.

**City of Boulder City
Request for Proposal (“RFP”)
RFP 2019-07 Utilities Rate Study
Scope of Work**

Part 1 – Background: The City of Boulder City is soliciting proposals from qualified vendors to conduct a comprehensive electric, water, wastewater and solid waste rate study. These services will fall under the specific direction of the Utilities Director or their assignee. The City envisions this project being completed in 7 Phases, as described in the Scope of Services below.

Part 2 – Scope of Services

Phase 1: Project Initiation and Data Review

The primary objective of Phase 1 is to ensure that the project progresses in an efficient and deliberate manner. Phase 1 will include a kick-off meeting and the collection and review of the data needed for the study. This meeting will serve as a forum for City staff to provide input on the project approach, work plan, schedule, and priorities. A successful kick-off meeting ensures that City staff and the Respondent agree on the project’s goals and expectations. Please describe your approach to developing and managing a kick-off meeting.

Phase 2: Stakeholder Engagement

The primary objective of Phase 2 is to generate understanding and acceptance for the ultimate recommendations of the Study from the key stakeholders for the electric, water, wastewater, and solid waste utilities. There are two primary groups of stakeholders that will be engaged: members of the Boulder City City Council (City Council) and the Utilities Advisory Council (UAC) made up of customers of Boulder City’s four utilities. Please describe your collaborative approach and expected outcome of working with these two groups.

Phase 3: Comprehensive Electric, Water, and Wastewater and Solid Waste Utility Financial Plans

The comprehensive financial plans will establish the level of rate revenue required to support the continued operation and maintenance of each utility, finance critical repairs and replacements, and ensure ongoing financial sustainability. As a deliverable, the City would like to receive a 5 to 10 years forecast of the following; a forecast of revenue at existing rates, a forecast of operating and capital expenses, the development of utility cash flow forecasts with recommended rate revenue adjustments, and a summary of the revenue requirement for each utility.

Phase 4: Cost of Service Analysis

While each utility's financial plan provides an indication of the total level of revenue required to support each utility, a cost of service analysis should determine what proportion of each utility's revenue requirement that should be recovered from each customer class (e.g., residential, commercial, industrial). This allocation will be used to determine how each customer's proportional allocation of costs should be recovered (e.g., fixed charges, variable charges, or block rates). Please describe in detail your plan for conducting the Cost of Service Analysis and the deliverables we can expect.

Phase 5: Rate Design

Phase 5 involves establishing rates which appropriately and equitably recover the cost of providing electric, water, wastewater and solid waste service to the City's customers. Please describe in detail you plan for completing the Rate Design and the deliverables the City will receive.

Phase 6: Rate Model Development

The successful respondent will develop a rate model that encompasses the Financial Planning, Cost of Service and Rate Design efforts of the previous phases. Please describe your process of completing this and the deliverables the City will receive.

Phase 7: Reports, Meetings and Presentations

The City requires two reports:

Draft Report: The Draft Report should document the rate development process, describe any recommended changes to the existing rate structures and the reason for such changes, and present the results of the cost of service and rate study. The draft report will include an executive summary in addition to the detailed discussion of the study in the body of the report.

Final Report: This report will incorporate City staff's comments on the draft report into a final report. Upon finalization of the report, the City will be provided with five (5) bound copies of the final report and an electronic copy (in Microsoft Word® and PDF format) of the report.

Please provide the City an initial list of meetings and presentations you feel will need to happen to complete this project, from "Kick-off" to "Final Presentation to City Council".

Other Supplemental Services as Identified by the City: Throughout the course of the engagement, issues may arise which require additional services, which were not contemplated, but are nevertheless needed to successfully complete the Study. Please propose a contingency amount to cover these instances.

Part 3 – Required Documents for your Proposal

The City asks that interested parties submit a response using the following structure:

1. A proposal discussing your processes and the deliverables the City will receive for Phase 1 – 7 of this project. You may also include any other material you feel is relevant to your proposal.
2. Management qualifications including similar projects you have managed for other municipalities within the last 3 years, including highlights of the projects you accomplished.
3. Value added propositions not identified in this RFP's Scope of Work.
4. Copies of relevant qualifications and certifications.
5. A proposed fee schedule for the project.

Part 4 - Additional Documents required for your Proposal: The following information is mandatory and should be separately identified. Failure to complete and submit any section may be grounds for rejection. These documents are attached as exhibits to this Scope of Work:

- | | |
|-----------|--|
| Exhibit A | Offer Statement and Business Form - Provide the name and address of Respondent for purpose of notice or other communication relating to the Proposal. Proposals must be signed by a business entity official who has been authorized to make such commitments. |
| Exhibit B | Certificate-Disclosure of Ownership Principals. Fill this form out in its entirety. |
| Exhibit C | Qualifications and Experience - References - Provide three (3) governmental agencies or private businesses with which you have conducted business transactions during the past Three (3) years. |
| Exhibit D | Affidavit of Rejection of Workers Compensation - Fill this form out in its entirety. |
| Exhibit E | Non-Collusion Affidavit – fill this form out in its entirety. |

Part 5 - Evaluation Process: Proposals will be evaluated by a selection committee. The evaluation process is composed of the following steps:

- (1) Review of all Proposals for conformance to this RFP.
- (2) Interviews and presentation(s) of Proposals by Respondents to the Selection Committee (if the City determines a need for such).
- (3) Presentation(s) of Proposals by Respondents to City Council (if the City determines a need for such).
- (4) Negotiation/finalization of a Professional Services Agreement between the City and the selected Respondent.

Part 6 – Evaluation Factors: The following factors will be considered in the evaluation of individual Proposals. The City’s Selection Committee will score each Proposal on a 100 point scale. The purpose of scoring the Proposals is to establish a prioritized order in which to continue further discussions. The following are the criteria and points associated for each that the committee will be using:

- A. Completeness of the Proposal (20 points total)
 - Response to RFP provisions (10 points)
 - Respondent 's references (10 points)
- B. Management Qualifications (80 points total)
 - Respondent's proposal, qualifications, history, certifications, value added propositions etc., (70 points)
 - Fee structure (10 points)

EXHIBIT "B"
CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS

1. DEFINITIONS

"City" means the City of Boulder City.

"City Council" means the governing body of the City of Boulder City.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Boulder City.

"Principal" means, for each type of business organization the following: (a) sole proprietorship – the City of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. INSTRUCTIONS

The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

3. INCORPORATION

This Certificate shall be incorporated into the resulting Contract or agreement, if any, between the City and the Contracting entity. Upon execution of such Contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the Contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
Name	RFP 2019-07 Utilities Rate Study
Address	
Telephone	
EIN or DUNS	

BLOCK 3	TYPE OF BUSINESS
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

EXHIBIT "B"
(CONTINUED)

FORM B

CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS (Continued)

BLOCK 4 DISCLOSURE OF OWNERSHIP AND PRINCIPALS

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 5 above. A description of such disclosure documents must be included below.

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

BLOCK 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above.

_____ Name

_____ Date

EXHIBIT "C"
QUALIFICATIONS AND EXPERIENCE RESPONDENT

Name: _____

1. Respondent shall provide a brief description of the Responder's qualifications, certifications, experience, and number of years in operation.

2. Provide three (3) examples of contracts similar in size and scope that have been completed in the past 5 years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

Example Contract 1:

Company Name: _____
Company _____ Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope:

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? YES NO

If yes, were damages assessed? YES NO If yes, what was the amount assessed? \$ _____

EXHIBIT "C"
QUALIFICATIONS AND EXPERIENCE RESPONDENT
(CONTINUED)

Example Contract 2:

Company Name: _____
Company _____ Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope:

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? YES NO

If yes, were damages assessed? YES NO If yes, what was the amount assessed? \$ _____

Example Contract 3:

Company Name: _____
Company _____ Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope:

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? YES NO

If yes, were damages assessed? YES NO If yes, what was the amount assessed? \$ _____

EXHIBIT "D"
AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION UNDER NRS 616B.627 AND NRS 617.210

In the State of Nevada, County of Clark, _____, being duly sworn, deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of Boulder City.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of Boulder City will not be considered to be my employer or the employer of my employees, if any; and that the City of Boulder City is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, _____, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this _____ day of _____, 20_____

Signature _____

EXHIBIT "E"
NON-COLLUSION AFFIDAVIT

State of _____ County of _____

_____ being first duly sworn deposes that:

- (1) He/She is the _____ of _____, the Firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Firm nor any of its officers, partners, City, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Boulder City or any person interested in the proposed Contract or agreement; and
- (5) The Proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Firm/team or any of its agents, representatives, City, employees, or parties including this affiant.

(Signed): _____
Title: