

Mayor
Michael L. Montandon

Council Members
William E. Robinson
Stephanie S. Smith
Shari Buck
Robert L. Eliason



City Manager
Gregory E. Rose

Your Community of Choice

Purchasing and Risk Management

2200 Civic Center Drive • North Las Vegas, Nevada 89030
Telephone: (702) 633-1460 Ext. 2438 • Fax: (702) 649-5077 • TDD: (800) 326-6868
www.cityofnorthlasvegas.com

June 29, 2009

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL RFP 007-026
HUMAN RESOURCES ON-LINE TRAINING SERVICES**

Proposals will be received in the Office of the City Clerk, 2200 Civic Center Drive, North Las Vegas, Nevada, 89030 until 2:00 p.m. on July 22, 2009 and will be publicly opened and read shortly thereafter in the City Manager's Conference Room at the previous address in City Hall.

A Pre-Proposal Conference will be held on July 9, 2009 at 10:00 a.m. in the City Manager's Conference Room located in City Hall at 2200 Civic Center Drive, North Las Vegas, Nevada 89030. The purpose of this conference is to discuss the Request for Proposal requirements and answer any questions or concerns. Attendees should submit their questions and/or concerns by mail to Renee Swanson-Buyer, 2200 Civic Center Drive, North Las Vegas, NV 89030 or by e-mail at swansonr@cityofnorthlasvegas.com. **The cutoff for questions and answers will be July 10, 2009 at 2:00 p.m. Pacific Standard Time. Questions submitted after the deadline will not be answered.**

PROPOSAL documents can be picked up in the Purchasing & Risk Management Office, Monday through Thursday, 8:00 a.m. - 4:00 p.m. at the address above. Proposal documents may also be accessed at www.bidsync.com, www.demandstar.com or under the Purchasing/Risk Management Web page www.cityofnorthlasvegas.com.

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.

Karen L. Storms, CMC,
City Clerk

**Published Review Journal
June 29, 2009**

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL RFP 007-026
HUMAN RESOURCES ON-LINE TRAINING SERVICES**

GENERAL PROVISIONS

1. **ADDENDA INTERPRETATIONS:**
If it becomes necessary to revise any part of this RFP, a written addendum will be provided. The City is not bound by any oral clarifications changing the scope of work for this project. The Addenda must be acknowledged and returned in the Proposal document.
2. **PUBLIC RECORDS:**
The RFP document and all proposals submitted in response thereto are public records. You are cautioned to not put any material into the proposal that is proprietary in nature. All proposals submitted become the property of the City.
3. **PERFORMANCE OF WORK:**
The selected firm shall perform all work as may be necessary to complete the contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, labor and incidentals necessary to complete the project.
4. **FORM OF CONTRACT:**
Execution of the attached contract agreement (sample attached), by all named parties and issuance of a Purchase Order will authorize delivery of services obtained under this proposal.
5. **LABELING OF PROPOSALS:**
All proposals must be submitted in a sealed envelope plainly marked, "RFP NO. 007-026 Human Resource On-Line Training Services" with address of the firm in the upper left hand corner. No responsibility will attach to the City, any official or employee thereof, for the pre-opening, post-opening, or failure to open, a proposal not properly addressed and identified.
6. **EXPLANATION TO PROPOSERS:**
Any explanations desired by PROPOSERS regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach them before submission of their proposals. 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 RENEE' SWANSON, BUYER, swansonr@cityofnorthlasvegas.com, or ATTN: Renee' Swanson, City of North Las Vegas, 2200 Civic Center Drive, North Las Vegas, NV 89030. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of written addenda to the specifications which, if issued, will be mailed to all known perspective RESPONDENTS. Failure of any RESPONDENT to receive any such

addendum or interpretation shall not relieve such RESPONDENT from any obligation under this proposal as submitted. All addenda so issued shall become part of the Contract Documents.
The cutoff date for any questions regarding this project is: July 10, 2009, by 2:00 P.M. PACIFIC STANDARD TIME. Any questions beyond this cut off time will not be answered.

7. METHOD OF EVALUATION AND AWARD:

The evaluation criteria is explained under the Submittal Requirements. Please break it down according to the Sections and your proposal will be evaluated accordingly.

8. SUBMITTAL REQUIREMENTS:

Submit one original and **three copies** of the proposal.

All proposals shall be on 8-1/2" X 11" paper, with tabbed dividers labeled by sections to correspond with the format below:

8.1 Section I. Offer Statement and Business Information 5% (Maximum of 50 points Possible)

Execute "FORM A" Offer Statement and Business Information which consists of the following:

- (a) Name and phone number of the representative authorized to negotiate on behalf of the Offeror and answer questions regarding the proposal.
- (b) Copies of all Offeror held state and local licenses applicable to performance of the subject potential Contract. Copies of all Offeror held state and local licenses applicable to performance of the subject potential Contract. Any Offeror conducting business must have a City of North Las Vegas Business License. Information concerning City Business License requirements and fees may be obtained by calling Business Services Division at 702-633-1520. However a business license is not required to provide a proposal to the City.
- (c) Acknowledgement of any RFP addenda.

8.2. Section 2. Experience and Key Personnel 15% (Maximum of 150 points possible)

Include the following information:

- (a) Experience: Describe the Offeror's experience in providing comprehensive on-line training services and list the following:
 - a. all contracts performed in the last three (3) to five (5) years;
 - b. facility name, address and the total dollar value of each contract;
 - c. a brief description of the services and the period of performance; and
 - d. point of contact, phone number and mailing address for each contract.

If the Offeror was terminated for default, the Offeror is to provide an explanation for circumstances surrounding the default. Failure to fully disclose this information may be grounds for rejection of the Offeror's proposal.

- (b) Staff Experience Designate the individual(s) who will serve as key personnel and the company representative responsible for managing the contract.
- (c) References: Provide the name, telephone numbers, email addresses and contact person(s) for at least three (3) references for which similar services have been provided. Ensure that references have given permission to be contacted.

8.3. Section 3. Work Plan 25% (Maximum of 250 points possible)

In this section, provide a proposed approach to satisfy the requirements as specified in proposal. As part of the work plan, the Offeror should address the following items:

- (i) A transition plan to implement services;
- (ii) Copy of typical operational policies and procedures;
- (iii) A list of equipment to be provided;
- (iv) Scope of comprehensive course offerings (safety and human resources/job skills);
- (v) If available, copies of actual contracts with local municipalities in Clark County, or a generic contract;
- (vi) A plan for information security and file back-up/archive/storage;
- (vii) Ability for course customization;
- (viii) Warranty criteria;
- (ix) Plan for 24 hour a day, 7 days a week customer/technical assistance;
- (x) Description of training program for designated program administrators.

8.4. Section 4. Electronic Security and Record-Keeping 10% (Maximum of 100 points possible)

In this section, describe Offeror's experience in interfacing with other hardware and/or software environments. Describe if the Offeror possesses in-house staff to meet their information management needs or subcontract for those resources. Describe the electronic record-keeping redundancy plan in the event of an unscheduled computer shutdown, crash, or other event that would prevent access/retrieval of data.

8.5 Section 5 – Subcontracting 5% (Maximum of 50 points possible)

In this section describe any subcontracting which would be required to perform services.

8.6 Section 6 – Litigation History/Notice of Default 5% (Maximum of 50 points possible)

In this section, provide a list of all legal claims related to on-line training in which your company has been involved in the past five years. Provide a brief explanation of the circumstance surrounding the claim(s) and the legal outcome(s). Provide a list of all notices of contract default and provide a brief explanation of the circumstances and the outcome.

8.7 Section 7– Exceptions to the RFP or Special and General Clauses 5% (Maximum of 50 points possible)

In this section, list any exceptions taken to the RFP. It is intended that any resultant contract awarded is expected to contain substantially the same terms and conditions set forth in original proposal.

8.8 Section 8 – Pricing 30% (Maximum of 300 points possible)

In this section itemize your pricing consistent with the format of Form B (Cost Breakdown).

An Offeror may place a proprietary legend on those pages containing confidential financial information, with the understanding that any claim for confidentiality is subject to legal review for applicability to the Nevada Public Records Statute, and such legends may be voided.

Presentations from Selected Finalists

After proposals are received by the City, an evaluation team **may** select from the pool of Offerors a group of final candidates to give a presentation in North Las Vegas and/or may request further information from Offerors. Failure to provide information or a presentation may eliminate an Offeror from further consideration. All costs associated with providing a presentation shall be the responsibility of the Offeror. Presentations may be done by video conference or teleconference.

9. 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 firm or firms will be an independent service provider for all purposes and no agency, either expressed or implied, exists.

10. AWARD OPTIONS:

The City of North Las Vegas reserves the right to award this RFP on any basis which is in its best interest.

11. CONDITIONS OF PROPOSAL SUBMITTAL:

- A. The proposal must be signed by a duly authorized official of the proposing firm submitting the 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. Only one proposal will be accepted from any person, firm, or corporation.
- D. All proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

12. PROPOSAL PROTESTS:

Any individual or company who submits a PROPOSAL on the contract may file a notice of protest regarding the award of the contract. The protest must be submitted in writing to the City Clerk within five (5) business days after the date on which PROPOSALS were opened. 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 City Clerk. The bond posted must be in an amount equal to the lesser of: twenty-five (25) percent of the total value of the PROPOSAL submitted by the person filing the notice of protest; or 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 North Las Vegas City Council. A person who makes an unsuccessful PROPOSAL may not seek any type of judicial intervention until after the North Las Vegas 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.

13. LICENSES:

All RESPONDENTS must have appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of proposals for this project. All proposals received in violation of this law shall be rejected and returned to the PROPOSER.

14. PUBLIC OPENING:

Proposals received will be opened and the name of the submitting company will be read publicly at the time and place indicated in the "Request for Proposal". The PROPOSERS, their authorized agents and public are invited to be present.

No responsibility will attach to any OWNER official for the pre-opening of, or the failure to open, a proposal not properly addressed or identified.

15. TERMS OF THE AGREEMENT:

This AGREEMENT commences upon the date it is approved by the CITY and shall end after one (1) year with the option to renew.

16. INSURANCE:

The Service Provider shall furnish to the City a policy or certificate of protective liability insurance in which the City shall be the named insured or be named in such insurance as an additional insured with the Service Provider. In compliance with this provision, the Service Provider may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. The policy shall insure the City and its officers and employees while

20. **CANCELLATION OF CONTRACT:**
The OWNER reserves the right to cancel the award or execution of any contract at any time before the Purchase Order has been issued without any liability or claims thereof against the OWNER.
21. **TAXES:**
The City is exempt from State, retail and Federal Excise Tax. The proposal price must be net, exclusive of taxes.
22. **INDEMNITY:**
The successful proposer 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 PROPOSER'S performance on this project.
23. **EXCEPTIONS:**
Each PROPOSER will list on a separate sheet of paper any exceptions to specifications and attach it to their proposal.

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL RFP 007-026
HUMAN RESOURCES ON-LINE TRAINING SERVICES**

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

The City of North Las Vegas wishes to obtain competitive proposals relative to the provision of quality safety & health training (e-learning) services for its safety and health training process and job skills/knowledge training for learning and professional development. The RFP requires that specific information be provided. Proposals may expand on the information requested and/or provide other related information. However, it is important that the proposals follow the directions and comply with all requirements in order to be considered.

1. BACKGROUND

A. Number of Employees and Departments Operated

The City of North Las Vegas is a public municipality, located in the Greater Las Vegas Valley Area. It is a rapidly growing community with a population of approximately 235,000 as of 2008. The City government currently employs 1,837 full-time and 712 part-time staff and volunteers.

B. Current Training Administration

The Human Resources Department, Learning & Organization Development Division performs all of the computer, general employee job skills and knowledge training and safety training process administration. L & OD identifies and schedules instructors and locations, and advertises the scheduled training.

L & OD Division currently delivers or coordinates the classroom delivery of city-wide general employee job skill and knowledge training in the following categories (examples, not all inclusive):

- Professional Development
- Compliance Training
- Leadership/Supervisory
- General

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL RFP 007-026
HUMAN RESOURCES ON-LINE TRAINING SERVICES**

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

L & OD Division currently coordinates the delivery of the following safety training courses:

<u>Course</u>	<u>Delivery Method</u>
Confined Space Entry	FTIH*
Lockout/Tagout	FTIH
CPR/AED and First Aid	FTIH
Defensive Driving	FTIH
Portable Fire Extinguisher	FTIH
Hazard Communications	FTIH
Personal Protective Equipment & Bloodborne Pathogens	FTIH
Hearing Conservation	FTIH
Respiratory Protection	FTIH

<u>Comprehensive Safety and Security Courses:</u>	<u>Delivery Method</u>
Risk Management	FTIH*
Accident and Injuries	FTIH
Communicable Diseases	FTIH
Emergency Response	FTIH
Ergonomics	FTIH
Legal & Regulatory Rules	FTIH
Violence in the Workplace	FTIH

*Formal Training In-House – Instructor led training in a classroom setting.

C. Process Management

The L & OD Division of the Human Resources Department manages all training.

2. SCOPE OF WORK

Proposers who provide computer on-line training in both categories are invited to bid on the entire training topics identified in the requirements section.

A. Website Requirements

1. The City requires a commercial off-the-shelf dedicated and customized website which will provide job skill and knowledge training, computer training, safety, health and environmental training for City employees, test the employees knowledge of the training, track the training and test results, and provide documentation that the employee has completed the training. It is preferred that no client software, other than Internet Explorer, be loaded on client machine.

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL RFP 007-026
HUMAN RESOURCES ON-LINE TRAINING SERVICES**

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

TECHNICAL SPECIFICATIONS

2. The website shall be compatible with all existing City networking infrastructure, including firewalls. This website shall have limited streaming video and not require the use of proprietary plug-ins for client browsers. The application must be compatible and function properly on the following workstation platforms currently in use at the City: **Integration with Oracle 11i**, Windows NT, Windows 2000 and Windows XP. The website must be supported on Internet Explorer v5.5 and above.
3. The contractor shall produce a product which meets established City directives regarding sound computing practices, without compromising the integrity of the City network. The contractor-supplied website will also include a "tickler" system to notify the City administrator and provide a list of employees that are in need of training or re-training on a monthly, quarterly, and annual basis. The website shall be capable of allowing up to one thousand (1,000) City employees to access the system at any one time without interruption, systems failures or downtime.
4. Product provided will be "state-of-the-art" and updated on a regular basis to reflect best practices and changes in federal, state, and local regulations.

B. Customization

1. The City shall be provided with the capability to change any and all graphics or course outline and materials on an as-needed basis.
2. The website shall have the capability of being customized by the City and or the contractor to include City policies, procedures, graphics, photographs and other materials. The website shall have the capability to link to the City internal intranet site called "CityNet."
3. The contractor shall provide the City homepage to be displayed upon entry into the website that shall be customized to include items such as City photographs, statistical data, and or links to City policies, procedures, and other City intranet sites.
4. The contractor shall provide the City with the capability to present the training material from the website in a classroom setting, using a projector.

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL RFP 007-026
HUMAN RESOURCES ON-LINE TRAINING SERVICES**

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

5. Provide a report writer function for City staff to design customized ad hoc reports printed by the City. These reports must be produced in a variety of formats, including but not limited to, "doc, xls, txt, pdf."

C. Scheduling of Training

1. City employees will be scheduled for training based upon a training matrix provided by the City within three months after award to the successful contractor. The City system administrator(s) should have the ability to schedule employees to any of the courses at anytime without having to wait or being placed on cue.
2. An employee and supervisor notification system shall be part of the software provided. The notification system should be capable of interfacing with GroupWise v 5.5/6.0.

D. Knowledge Testing

1. This website shall include interactive online tests for each training course.
2. A satisfactory test score must be achieved by a City employee as a prerequisite to receiving certification of completion.
3. The website shall be capable of printing a certificate of completion for each course completed satisfactorily.
4. The employee and or City administrator shall be able to print a copy of the certificate of completion.
5. A complete course history shall be able to be accessed and tracked by the website system and readily accessible by City system administrator at any time.
6. The City administrator will have the capability to ensure that employees take the entire course, not skip through the lesson and go straight to the exam.
7. City employees shall be able to review only their own personal training information, such as the courses they have been assigned, those they have completed, and also be able to determine the total time spent on each course and the test score achieved.
8. The City administrator shall have total access to all information pertaining to training taken by City employees.

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL RFP 007-026
HUMAN RESOURCES ON-LINE TRAINING SERVICES**

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

E. Course Accessibility

1. All training courses shall be accessible by City employees 24 hours per day, seven days per week.
2. Access to the website shall be permitted from the City and remote access shall be provided.
3. The website system shall maintain files for each City employee established by employee identification or other identifier to be determined by City and be able to log into their employee training file from City locations and remotely.
4. The website system shall not allow employees other than the City administrator to access another employee's file.
5. The login ID for the employee must support the City established network login ID (2-10 character alphanumeric login).
6. A "bookmark" feature must be available that will allow employees the opportunity to terminate a course at any time and return to the exact training page upon return.

F. Security

1. The website shall be protected by a contractor provided firewall at all times so that any other website users or hackers will not have access to the City course materials, employee information and or any other City information or intranet sites.
2. The website shall provide a personal account for each City user with a unique user identification and password.
3. Names and or other identifiers of employees requiring training shall be provided by the City to the contractor.
4. Employees may access only their own training records and other data.
5. The City administrator shall have access to all data.

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL RFP 007-026
HUMAN RESOURCES ON-LINE TRAINING SERVICES**

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

G. Training Topic Requirements

1. General

The exact number of employees to be trained shall be provided by the City to the contractor after the contract is awarded. The number of employees to be trained initially is estimated at approximately 350 employees.

All course materials and content shall be compliant with and meet the training requirements and intended requirements of the City and all applicable federal, state and local governmental regulatory agency requirements.

2. Specific

The subjects to be included in this online Safety training shall include **at least the following:**

Confined Space Entry	Communicable Diseases
Lockout/Tagout	Emergency Response
CPR/AED and First Aid	Ergonomics
Defensive Driving	Legal & Regulatory Rules
Portable Fire Extinguisher	Violence in the Workplace
Hazard Communications	Risk Management
Personal Protective Equipment & Bloodborne	Pathogens
Hearing Conservation	Accident and Injuries
Respiratory Protection	Communicable Diseases
Risk Management	Emergency Response
Accident and Injuries	Ergonomics
Legal & Regulatory Rules	Violence in the Workplace

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL RFP 007-026
HUMAN RESOURCES ON-LINE TRAINING SERVICES**

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

H. Confidentiality of Employee Training Information

1. The contractor shall never release the names and or any personal information about City personnel to any other parties unless prior written authorization by the City designated Contracting Officer is provided.
2. Any and all training employee data shall be provided in EXCEL format that can be downloaded and queried by all fields by the City system administrator as needed.
3. Scores achieved shall be recorded into a database and be available only to the City administrator, or other duly designated City of North Las Vegas official.
4. Numerical scores should be converted to "pass"/"fail" terminology for general information.
5. All information or responses generated to the training website under the application within this contract shall not be saved or directed to be saved to the City user's computer hard drive, nor shall cookies be placed on the City computer; nor will any information generated on any City user be utilized by the contractor for commercial use or furnished to other third parties for any purpose other than what is required under this contract.

I. Website Administration

1. There shall be City system administrators for the City of North Las Vegas.
2. The City administrators shall be able to have access to and use of all the user database functions including resetting passwords, assigning courses, etc., through the local system administrator.
3. The City system administrators shall have the capability to change City employee passwords and to add or delete employees from the City training rosters.
4. Additionally the City administrators shall be able to schedule employees for specific training courses, change training dates, assign specific courses to employees and have other management controls over the system that will allow total scheduling flexibility.

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL RFP 007-026
HUMAN RESOURCES ON-LINE TRAINING SERVICES**

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

J. Technical Support

The contractor shall supply access to online technical support via email and/or toll-free telephone to support a 24 hours a day, 7 days a week operation.

1. Email or telephone requests from the City for technical support received by the contractor shall be responded to within two business days of receipt of the message.
2. Email or telephone requests from the City for technical support received by the contractor shall be responded to within two business days of receipt of the message.

K. File Backup

The contractor shall backup the data generated regularly, but not less than weekly, during the user training and store it physically and logically in another site other than the training website.

L. Contingency Plan

Contractor will provide City with a Contingency Plan/Disaster Recovery Plan regarding continuity of operations and preservation of City data in the event the Contractor's main location becomes inoperable or inaccessible.

M. Contractor Provided Training

The Contractor shall provide the City with a minimum of one (1) day of on-site training at the City of North Las Vegas for the City Administrators, Safety, Learning Organization and Development and IT professionals and other interested parties, not to exceed 10 City employees per session.

N. City of North Las Vegas Furnished Equipment

1. The City of North Las Vegas will make equipment available for the City employees to access the website.
2. All other equipment required to set up, run, and maintain the website will be furnished by the contractor.

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL RFP 007-026
HUMAN RESOURCES ON-LINE TRAINING SERVICES**

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

Contract Close Out Requirements

1. Data backup information, training generated responses, test results, website updates and additions (including pictures and data) by City personnel shall be transferred to and become the sole property of the City upon contract completion.
2. No information stored, recorded or generated by the contractor or City during the duration of this contract should be sold or transferred by the contractor or other organization. This information is and will remain the property of the City.
3. All records, files, transcripts, computer tapes, and other materials developed on behalf of the City are the property of the City of North Las Vegas and must be relinquished in good order and condition upon termination of this contract. There will be no additional charges for the cost of transfer of files to the City.

3. MINIMUM QUALIFICATIONS

The Administrator must have a strong customer service orientation at all levels of the firm. The designated manager must have the authority to resolve client issues immediately, including re-assignment of the firm's staff to client's satisfaction.

4. PROPOSAL FORMAT

A. General

Submit an original and five copies of your proposal. The proposal shall be in 8 ½" x 11" format with foldouts (if necessary).

B. Format

1. Organization of firm
2. Staffing
3. Experience
4. Insurance
5. Quality Control Procedures
6. Reports/Technology
7. Fee Structure
8. Contractual Requirements
9. Scope of Work
10. Appendices

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL RFP 007-026
HUMAN RESOURCES ON-LINE TRAINING SERVICES**

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

C. Confidential Material

Any proposal material, which a firm considers proprietary or confidential, should be labeled clearly as such. All material submitted may be subject to public disclosure in accordance with State and Federal law.

5. STAFFING

Identify the individual acting as contract administrator for the City's account. This individual must have full authority to resolve disputes with the City.

6. INSURANCE REQUIREMENTS

Proposal will include the name of the insurance carrier, the policy coverage, limits, and expiration dates pursuant to minimums stated in Sections 16 and 17.

7. QUALITY CONTROL PROCEDURES

Describe internal control procedures including methodology, frequency, persons in charge, and corrective actions to ensure product provided will remain "state-of-the-art," [i.e., compliant with the most recent federal, state and local standards].

8. REPORTS

1. Provide examples of reports contemplated by firm to meet the City's needs.
2. Describe the computer system used by the firm and client access into the system.

9. FEE STRUCTURE

Proposals shall be submitted on one or more of the following fee basis: fixed annual, flat rate per employee, flat rate per course.

10. CONTRACTUAL REQUIREMENTS

The City expects to retain the web-based training provider for a period of at least one year with three (3) annual extensions thereafter. A 60-day cancellation clause will be included. Please provide information regarding any special contractual requirements your firm would like the City to consider.

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL RFP 007-026
HUMAN RESOURCES ON-LINE TRAINING SERVICES**

**FORM A
OFFER STATEMENT AND BUSINESS INFORMATION**

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL RFP 007-026
HUMAN RESOURCES ON-LINE TRAINING SERVICES**

**FORM B
COST BREAKDOWN**

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL RFP 007-026
HUMAN RESOURCES ON-LINE TRAINING SERVICES**

COST BREAKDOWN

Training Services/Fees

Please provide fee pricing as it relates to:

- a. **Administrative/Start up cost;**
- b. **Server/Website (to include integration) with Oracle Learning Management;**
- c. **Training (Annual costs to include air fare and lodging expenses);**
- d. **Cost per course, cost per trainee;**
- e. **Customization costs (to include, assessments and reports);**
- f. **Equipment and other incidentals**
- g. **Security/back up**
- h. **Pre-packaged comprehensive program costs (one-time annual fee)**

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL RFP 007-026
HUMAN RESOURCES ON-LINE TRAINING SERVICES
COST BREAKDOWN**

TRAINING SERVICES/FEEES Please provide fee pricing as it relates to:

ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
A.	Administrative/Start up costs:		
	1. Course content (Safety Courses)		
	2. Course content (HR/Job Skills courses)		
	3. Upgrades to courses due to regulatory changes		
	4. Upgrades to courses due to software version releases and version upgrades		
	5. Extended Service plan (to include technical support)		
B.	Server/Website (to include integration) with Oracle Leadership Management		
	1. Integration with Oracle Learning Management		
	2. Hosting and maintenance fees 3. Access to internet-based technical support		
C.	Training (Annual costs to include air fare and lodging expenses)		
D.	Cost Per Course/License		
E.	Cost per Trainee		
F.	Customization;		
	1. Course creator software		
	2. Training		
	3. Generation of assessments and reports		
	4. Creation of still and video courses		
G.	Equipment and other incidentals		
	1. Software		
	2. Software implementation/Installation		
H.	Security/back up		
I.	Pre-packaged comprehensive program costs (one-time annual fee)		
	Total cost:		

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL RFP 007-026
HUMAN RESOURCES ON-LINE TRAINING SERVICES**

SAMPLE CONTRACT

**AGREEMENT BETWEEN CITY OF NORTH LAS VEGAS
AND**

[insert legal name of other party-]

THIS AGREEMENT BETWEEN THE CITY OF NORTH LAS VEGAS AND [insert legal name of other party-] (this "AGREEMENT") is executed this ___ day of ___, 200__ by and between the City of North Las Vegas, a Nevada municipal corporation (the "CITY") and [insert legal name of other party, a [insert name of state and type of entity the other party is-]] (the "SERVICES PROVIDER").

RECITALS

1. The City desires to contract for Human Resources On-Line Training Services (the "PROJECT");
2. The Services Provider is experienced in On-Line Training Services (the "SERVICES");
3. The City desires to have the Services Provider perform ***ALL*** of the Project, and the Services Provider agrees to such performance, upon the terms and conditions described in this Agreement;

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Services Provider agree to the following terms, conditions and covenants:

**SECTION ONE
RESPONSIBILITY OF SERVICES PROVIDER**

In addition to any other obligations of Services Provider under this Agreement, the Services Provider has the following responsibilities:

1.1. The Services Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Services Provider, by Services Provider's subcontractors, and by any of the principals, officers, employees and agents of Services Provider and any subcontractor under this Agreement.

1.2. The Services Provider hereby designates **[insert name of Services Provider's contact person]** as the employee, agent or representative of Services Provider who is (1) responsible for making sure the Scope of Work (as defined below) is performed in its entirety on time and on budget, and (2) the point-of-contact for the City for all matters concerning the Project, and (3) authorized to make all decisions and take all actions necessary to pay, perform and deliver all obligations of Services Provider pursuant to the terms and conditions of this Agreement (the "**RESPONSIBLE PERSON**"). All of the responsibilities of the Services Provider specified by this Agreement shall be performed by the Responsible

Person, or by the Services Provider's associates, employees and subcontractors under the personal supervision of the Responsible Person. If the Responsible Person becomes unable to serve in the capacity of Responsible Person for any reason, the Services Provider shall notify the City in writing of such inability, and shall, within four (4) calendar days thereafter, nominate a replacement for City approval, in its reasonable discretion, who has an equivalent amount of experience performing the same type of Services as required for the Project. The Services Provider shall promptly replace any Responsible Person deemed by the City to be unacceptable with a Responsible Person who is acceptable to the City.

1.3. The Services Provider shall not reproduce, display, or otherwise use the name, logo or any other intellectual property, including without limitation, any trade name, mark, patent or copyright, of the City without the City's prior written consent.

1.4.1. The Services Provider shall not send or publish to any third party any correspondence related to the Project or this Agreement without the City's prior written approval thereof.

1.5. The Services Provider, and its agents, employees, and subcontractors will cooperate with the City in the performance of this Agreement and will be available for consultation with the City at all reasonable times during normal business hours or at all other times with twenty-four hours advance notice.

1.6. The Services Provider shall perform all of its obligations under this Agreement in compliance with the Project Schedule attached hereto and incorporated herein as Exhibit A, as such may be modified or amended from time to time by mutual agreement of the City and the Services Provider (the "PROJECT SCHEDULE"). **Attach the task by task completion timeline (whether in a Critical Path format or other method) as Exhibit A**. The Services Provider shall commence the Project on _____, 200_, and complete the Project by _____, 200_ **[See #8-CTW]**.

A. At any time that the Services Provider falls behind schedule, the Services Provider shall promptly notify the City of such fact and, at its own expense, shall promptly take all actions necessary to come back into compliance with the Project Schedule, including without limitation, paying for and providing overtime labor; provided however, that if the Services Provider believes that a delay in the Project Schedule is due solely to the negligence or intentional misconduct of the City, the Services Provider may, by written notice, request that the City grant additional time equal to the amount of time lost due to the City's conduct, and the City may grant such additional time in its reasonable discretion. In the event of a Force Majeure Event (as defined below), the Services Provider may also, by written notice, request additional time equal to the number of days the Force Majeure Event was occurring.

B. No additional compensation shall be paid to Services Provider for additional costs or delay due to the negligence or intentional acts of Services Provider or any of its

employees, agents, contractors or subcontractors, or any of the officers, employees, or agents of any of them.

1.7. The Services Provider shall perform all of its obligations under this Agreement in compliance with the budget set forth in Exhibit B attached hereto and incorporated herein, as it may be amended from time to time by mutual written agreement of the City and the Services Provider (the "BUDGET"). **[Attach the task by task cost breakdown (whether in spreadsheet format or otherwise) as Exhibit B]** If the Services Provider determines that the Project is over Budget in its entirety or in any line item of the Budget, the Services Provider shall promptly notify the City of such fact and, at its own expense, shall promptly take all actions necessary to come back into compliance with the Budget, including without limitation, paying the amount of such overage from the Services Provider's own funds; provided however, that if the Services Provider believes that an overage in all or a portion of the Budget is due solely to the negligence or intentional misconduct of the City, the Services Provider may, by written notice, request that the City grant additional funds equal to the amount of the overage created due to the City's conduct, and the City may grant such additional funds in its reasonable discretion. In the event of a Force Majeure Event, the Services Provider may also, by written notice, request additional funds equal to the amount of funds directly attributable to the Force Majeure Event.

1.8. The Services Provider shall pay, perform and deliver all obligations of Services Provider set forth in this Agreement, including without limitation those obligations set forth in Exhibit C attached hereto and incorporated herein, as it may be amended by mutual agreement of the City and the Services Provider from time to time, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement (the "SCOPE OF WORK"). **[Attach a description of all of the obligations of the Services Provider as Exhibit C. You may use, as a starting point, the PROPOSAL specifications, the Request for Proposals requirements, or the scope of work prepared by the Services Provider in his response to the RFP. Make sure that the Scope of Work includes each obligation of Services Provider described in #6--CTW.]** The Services Provider shall not perform any task that is not required by this Agreement or necessarily implied by it, without obtaining the prior written approval of the City. If the Services Provider chooses to perform any task without obtaining the City's prior written approval, the Services Provider does so at its own risk and expense.

1.9. If the City desires the Services Provider to perform additional tasks not set forth in the Scope of Work, the City will notify the Services Provider of that fact in writing ("SUPPLEMENTAL SERVICES"). If such changes cause a significant increase or decrease in the Services Provider's cost or time required for performance, the parties shall formally amend this Agreement. Any claim of Services Provider for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by Services Provider of City's notice of changes, or such claim shall be deemed waived by Services Provider and Services Provider will be deemed to have agreed to the changes without modification of the compensation or time of performance hereunder. All such Supplemental Services shall be performed at the rates set forth in Exhibit D attached hereto and incorporated herein (the

“SUPPLEMENTAL SERVICES RATES”) [Attach a copy of the Services Provider’s current hourly rates for time and materials and attach as Exhibit D].

1.10. The Services Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements, including without limitation, the Americans with Disabilities Act, as such may be amended or modified from time to time (collectively, the **“LEGAL REQUIREMENTS”**) in performing the Scope of Work for the Project.

A. In connection with the performance of work under this Agreement, the Services Provider agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, or any other protected class, 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.

1.11. The Services Provider shall at its own expense obtain and maintain in full force and effect at all times all necessary permits, licenses and other governmental approvals required by applicable Legal Requirements to be obtained and maintained by the Services Provider with respect to the Project, the Scope of Work and/or the business and operations of the Services Provider (collectively, the **“GOVERNMENTAL APPROVALS”**). In the event Services Provider is required to obtain any Governmental Approvals from the City in connection with the matters contemplated by this Agreement, the Services Provider acknowledges that the City will review Services Provider’s applications for such Governmental Approvals in the ordinary course, and this Agreement shall not be deemed to be an approval of any such applications.

1.12. The Services Provider shall not commence performing any of its obligations under this Agreement until such time as it has received a Notice to Proceed from the City.

1.13 The Services Provider shall immediately notify the City if Services Provider becomes aware of any notice, citation, complaint or other matter issued by any governmental authority with respect to Services Provider, the Project or the Scope of Work, and shall not take any action to respond to or resolve same without receiving prior written approval from the City.

1.14 The Services Provider shall at its sole cost and expense obtain and maintain at all times the insurance required by Section 8, and shall promptly notify City if any such insurance is canceled or altered.

1.15 The Services Provider shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary to maintain such standards. In the event that Services Provider fails to remove any employee from the Scope of Work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the Scope of Work is deemed by the City to be contrary to the interests of the

City, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

1.16 The Services Provider shall treat all information relating to the Project and all information supplied to the Services Provider by the City as confidential and proprietary information of the City and shall not permit its release by Services Provider's employees, agents or subcontractors to other parties or make any public announcement or release thereof without the City's prior written authorization. Services Provider shall also require its contractors, consultants and subcontractors, and their agents and employees to comply with this requirement.

1.17 Each employee, agent or subcontractor of Services Provider having access to personnel, data, information, personal property or real property of the City, must first submit to a background check performed by the City's Police Department, and must satisfactorily pass such background check, as determined by the City in its sole discretion, before performing any portion of the Project or the Scope of Work on behalf of Services Provider.

SECTION TWO RESPONSIBILITY OF CITY

In addition to any other obligations of City under this Agreement, the City has the following responsibilities:

2.1. The City will cooperate with the Services Provider in the performance of this Agreement and will be available for consultation with the Services Provider during normal City business hours.

2.2. In the event the City is required to review or respond to any submissions from the Services Provider, the City will conduct its review and/or provide its response within twenty-one days following receipt by the City of the Services Provider's submissions. The City's review of such submissions does not relieve the Services Provider for responsibility for the accuracy and completeness of such submissions and the conformance of such submissions to the requirements of this Agreement, including without limitation, the Scope of Work.

2.3. The City shall assemble selected data and information related to the Project and provide same to the Services Provider within _____ days after the date of this Agreement. The data and information to be provided by the CITY is the following:

A. **[INSERT all data and information to be provided by the City]**

B. The Services Provider shall be responsible for updating this data and information during the Project, and shall be responsible for acquiring supplemental data and information that the Services Provider deems necessary to complete the Scope of Work.

2.4. **[INSERT task by task all obligations of the City listed on #9--CTW]**

SECTION THREE PAYMENT TERMS

3.1 Subject to any provisions of this Agreement concerning payment, the City shall pay the Services Provider for the entirety of the Scope of Work the amount of Dollars (\$_____) (the "CONTRACT PRICE"), which amount shall be paid pursuant to this Section 3 **[choose as applicable from CTW #7--[in one lump sum on (insert date)] OR [in installments according to the following schedule--insert installment schedule from #7 of the CTW]]**

3.2 Payment to the Services Provider shall be made within thirty (30) calendar days after the City receives each invoice provided by the Services Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: **[insert information you want to see on the invoice]**

3.3 The CITY shall have fourteen (14) calendar days after receipt of an invoice to dispute any or all of the charges on the invoice. Disputed amounts shall be resolved through the Dispute Resolution mechanism in Section 11.

3.4 The Services Provider shall submit invoices only once per month, covering work performed by Services Provider or its agents or employees in the prior month.

3.5 Services Provider shall promptly pay any amounts due to any employees, agents, subcontractors or anyone else performing any portion of the work for Services Provider, and in the event any of the foregoing liens any City property, Services Provider shall promptly and at its expense cause such liens to be removed.

SECTION FOUR ACCESS TO RECORDS

4.1 The Services Provider shall maintain books, records, documents and other evidence directly pertinent to its performance under this Agreement in accordance with generally accepted accounting principles and practices. The Services Provider shall also maintain the financial and other information and data used by the Services Provider in the preparation or support of all invoices of Services Provider, and a copy of such invoices. The City, or any of its duly authorized representatives, shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Services Provider will provide proper facilities for such access and inspection.

4.2 Audits conducted pursuant to this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines for the reviewing or audit agencies.

4.3 The Services Provider agrees to the disclosure of all information and reports resulting from access to records pursuant to Section 4.1 above, to any Project funding agency provided that the Services Provider is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report.

4.4 Records pursuant to Section 4.1 above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final payment for the Project. In addition, those records which relate to any dispute resolution, litigation or appeal, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, appeal, claim or exception. This Section 4.4 shall survive the completion of the Project and the termination or expiration of this Agreement.

4.5 The Services Provider agrees to include language substantially similar to the language of Sections 4.1 through 4.4 in all Services Provider subcontracts related to performance of services specified in this Agreement.

SECTION FIVE PUBLIC RECORDS

5.1 Pursuant to NRS § 239.010 and other applicable Legal Requirements, each and every document provided to the City is a "public record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not in any way be liable to Services Provider for the disclosure of any public record. In the event City is required to defend an action with regard to a public records request for documents submitted by Services Provider, Services Provider agrees to indemnify, hold harmless, and defend City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This Section 5 shall survive the expiration or earlier termination of this Agreement.

SECTION SIX FISCAL FUNDING OUT

6.1 City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if City does not allocate funds to continue the function performed by Services Provider obtained under this Agreement, said Agreement will be terminated when appropriated funds expire.

SECTION SEVEN REPRESENTATIONS AND WARRANTIES

7.1 Services Provider hereby represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

A. Services Provider is a duly formed and validly existing ***[corporation][limited liability company][partnership][insert applicable type of other entity]*** and is in good standing pursuant to the laws of the State of ___***[insert name of state where entity was formed]*** ***[INSERT LANGUAGE FOLLOWING COLON IF THE COMPANY WAS FORMED OUTSIDE OF NEVADA; and is duly qualified to do business in, and is in good standing in, Nevada]***, and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

B. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof on the part of Services Provider will not result in a breach of any instrument to which Services Provider is a party or by which Services Provider is bound or of any judgment, decree or order of any court or governmental body or any Legal Requirement applicable to Services Provider.

C. The execution, delivery and performance of this Agreement and the taking of all other lawful actions necessary to consummate the Project contemplated hereunder, by the persons executing, delivering and performing the same on behalf of Services Provider, have been duly and validly authorized (and by their execution hereof or of any document delivered in connection with the Project contemplated hereunder such persons individually represent and warrant that they are so authorized), and this Agreement and the other Agreements and instruments contemplated hereby, constitute legal, valid and binding obligations of Services Provider, enforceable in accordance with their respective terms.

D. No consent, approval or authorization of any governmental authority or private party is required in connection with the execution and performance of this Agreement by Services Provider.

E. Services Provider has obtained any and all Governmental Approvals that are required to be obtained by Services Provider by all Legal Requirements applicable to Services Provider and to the performance of the Scope of Work by Services Provider.

F. Services Provider is duly licensed and authorized to do business in the City, and Services Provider's business license is in full force and effect.

G. Services Provider is a sophisticated and qualified provider of the Services required by the Scope of Work, and its personnel possess the level of professional expertise

and experience that is necessary to properly perform the Scope of Work within the Project Schedule and pursuant to the Budget, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement. Services Provider has the necessary personnel, equipment, tools, supplies, materials, and facilities to properly perform the Scope of Work within the Project Schedule and pursuant to the Budget, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement.

H. Services Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Project within the Project Schedule and pursuant to the Budget, and to perform all of its obligations under this Agreement.

I. Services Provider shall require that each subcontractor performing any portion of the Project or the Scope of Work:

1. Is duly formed, in good standing, and authorized to do business in the State of Nevada;
2. Has obtained any and all Governmental Approvals that are required to be obtained by all Legal Requirements applicable to the subcontractor and to the portion of the Project performed by subcontractor;
 - a) Shall be required to comply with all obligations of Services Provider to City under this Agreement;
 - b) Shall submit the names of all its employees, agents, or other persons performing any portion of the Scope of Work or the Project on behalf of subcontractor to the City for a background check, and shall staff its portion of the Project with those who have passed the background check to the City's satisfaction
5. Is duly licensed and authorized to do business in the City, and such business license is in full force and effect; and
6. Shall comply with all applicable Legal Requirements that are applicable to subcontractor and any portion of the Project work performed by subcontractor.

J. No person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.2 The representations and warranties made by Services Provider herein shall survive the completion of the Project and the termination or expiration of the Agreement.

SECTION EIGHT INSURANCE

8.1 Services Provider shall procure and maintain, and shall cause each subcontractor to procure and maintain at all times during the performance of the Project and for one year thereafter, at its own expense, the following insurances:

A. Workman's Compensation Insurance as required by applicable Legal Requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City or the Services Provider.

B. Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of not less than **\$1,000,000** for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the City as an additional insured.

C. Professional Liability insurance, for the protection from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable; such Professional Liability insurance will provide for coverage in an amount of not less than **\$1,000,000** for each occurrence and **\$2,000,000** in the aggregate.

D. Automobile Liability insurance with a combined single limit of **\$1,000,000** per accident.

E. Employer's Liability insurance with limits of **\$1,000,000** per occurrence.

F. ***[Insert any other applicable insurance coverages, as appropriate. See #12-CTW and consult with Dwight and the City Attorney's office]***

8.2 Certificates of Insurance indicating that such insurance is in effect shall be delivered to the City before work is begun under this Agreement. If the Services Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement, and the Certificate of Insurance shall state that coverage is claims-made and the retroactive date. Services Provider shall provide the City annually with a Certificate of Insurance for each type of insurance required hereunder. It is further agreed that the Services Provider and/or Insurance Carrier shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Services Provider.

8.3 All insurance policies required hereunder, and all renewals thereof, shall be provided by a company or companies authorized to do business in Nevada and having a A.M. Best rating of A:+ or higher, and shall expressly:

A Provide that such policies shall not be cancelled or altered without thirty (30) days prior written notice to City; and

B. Waive subrogation against the City, its officers, agents, servants and employees; and

C. Provide that they are primary and noncontributing with any insurance which City may carry; and

D. Include or be endorsed to cover Services Provider's contractual liability to the City; and

E. Be signed by a person authorized by that insurer and licensed by the State of Nevada; and

F. Disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

SECTION NINE EVENT OF DEFAULT

9.1 As used herein, "City Event of Default" means any willful or intentional misconduct, fraud, or misrepresentation by City, or any breach of this Agreement, which City fails to remedy within five (5) days after written notice thereof to City, in the case of an event which can be cured by the payment of a sum of money, or within fifteen (15) days after written notice thereof to City, in the case of any other event; provided however, that if such non-monetary event is susceptible of cure but cannot reasonably be cured within such 15-day period, and City shall have commenced to cure such event within such 15-day period and thereafter diligently and expeditiously proceeds to cure the same, such 15-day period shall be extended for an additional period of time as is reasonably necessary for City in the exercise of due diligence to cure such event, which additional period of time shall in no event exceed six months.

9.2 As used herein, "Services Provider Event of Default" means any willful or intentional misconduct, fraud, or misrepresentation by Services Provider, or any breach of this Agreement, which Services Provider fails to remedy within five (5) days after written notice thereof to Services Provider, in the case of an event which can be cured by the payment of a sum of money, or within fifteen (15) days after written notice thereof to Services Provider, in the case of any other event; provided however, that if such non-monetary event is susceptible of

cure but cannot reasonably be cured within such 15-day period, and Services Provider shall have commenced to cure such event within such 15-day period and thereafter diligently and expeditiously proceeds to cure the same, such 15-day period shall be extended for an additional period of time as is reasonably necessary for Services Provider in the exercise of due diligence to cure such event, which additional period of time shall in no event exceed two months.

9.3 A breach of this Agreement includes without limitation the following:

A. If Services Provider is unable to obtain or maintain any Governmental Authorizations necessary to perform its obligations under this Agreement;

B. If Services Provider shall be or become insolvent, voluntarily or involuntarily, or if Services Provider shall compound Services Provider's debts, or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver, liquidator or trustee is appointed for Services Provider's property, or in the event Services Provider shall be adjudged a bankrupt, or if Services Provider makes an assignment for the benefit of creditors, or if Services Provider files a petition under any chapter of the Bankruptcy Act;

C. If Services Provider assigns or attempts to assign this Agreement without the City's prior written consent;

D. If Services Provider fails to provide the City with proof of insurance coverage as required by this Agreement;

E. If any financial statement, resume, statement of qualifications or representations and warranties of Services Provider, given to City by Services Provider, was materially false when given.

SECTION TEN TERMINATION

10.1 The City may terminate this Agreement at any time without cause upon notice to the Services Provider, and the City shall have no liability to Services Provider for such termination except that the City shall pay Services Provider for the reasonable value of Services provided by Services Provider to City up through and including the date of termination, provided that the Services Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Services in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

10.2 The City may, upon written notice to Services Provider, terminate this Agreement immediately "for cause" upon a Services Provider Event of Default.

10.3 The Services Provider may, upon written notice to the City, terminate this Agreement immediately "for cause" upon a City Event of Default.

10.4 Either party may terminate this Agreement pursuant to any term of this Agreement which gives such party a right of termination.

SECTION ELEVEN DISPUTE RESOLUTION

11.1 All disputes between City and Services Provider shall be resolved in the following manner:

A. The City's representative and the Services Provider's Responsible Person will endeavor to conduct good faith negotiations in an effort to resolve any and all disputes in a timely manner.

B. If any disputes between the parties remain unresolved after fifteen (15) calendar days, the City's representative and the Services Provider's Responsible Person shall, within fourteen (14) calendar days, prepare a brief, concise written report summarizing the basis for the dispute, the negotiations accomplished and results thereof, and the current status of all relevant unresolved issues.

C. Copies of each written summary shall be exchanged between the City's representative and the Services Provider's Responsible Person, and provided to the City's Assistant City Manager, or his or her designee. Within fifteen (15) calendar days thereafter, the City's Assistant City Manager, or his or her designee, and the Services Provider's Responsible Person will meet to resolve the dispute. A written record of these negotiations will be made. The record will summarize all issues of dispute, the resolutions to resolved issues, and unresolved issues, if any.

D. If there are still unresolved issues, the written record will be reviewed by the City's City Manager, or his or her designee, who will render a determination regarding such dispute. Such determination will be the final administrative determination.

E. If the Services Provider disagrees with the determination of the City's City Manager, or his or her designee, the Services Provider may only initiate an action in the Eighth Judicial District Court in and for Clark County to resolve such dispute. The City retains the right to all remedies available at law or in equity. The Parties agree that no dispute under this Agreement shall be submitted to or resolved through arbitration or mediation.

SECTION FOURTEEN MISCELLANEOUS

14.1 Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

14.2 Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

14.3 Assignment. Any attempt to assign this Agreement by the Services Provider without the prior written consent of the City shall be void.

14.4 Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto or the failure of a party to exercise any right hereunder shall in no way be construed to be a waiver of such provision or right (or of any other provision or right) unless such party expressly waives such provision or right in writing.

14.5 Partial Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect.

14.6 Attorneys' Fees. In the event any action is commenced by either party against the other in connection herewith (including any action to lift a stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court. This Section 14.6 shall survive the completion of the Project until the applicable statutes of limitation expire.

14.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

14.8 Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

14.9 Ownership of documents. All plans, drawings, specifications, reports, photographs, studies, permits, estimates, digital mapping, CAD files, mylar, **[List all other documents prepared in your transaction]** or other like documents given, prepared or assembled by the Services Provider or any subcontractor that are related to the performance of

this Agreement are deemed to be a "Work made for Hire" and are the property of the City, except to the extent such is not allowed by applicable Legal Requirements.

14.10 No Brokers. City and Services Provider each represent and warrant that neither of them has dealt with a broker or otherwise agreed to pay a broker's or agent's commission, finder's fee or other like compensation to anyone in connection with this Agreement, and Services Provider and City each agrees to indemnify, defend and hold the other party harmless from and against such claims or costs, including reasonable attorneys' fees, if the indemnifying party has wrongly made this representation and warranty. This Section 14.10 shall survive the expiration or earlier termination of this Agreement.

14.11 Headings. The paragraph headings of this Agreement have been inserted only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

14.12 Interpretation. Whenever the context so requires, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person or any other entity. The words "include" or "including" shall be deemed to incorporate "without limitation".

14.13 No Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative or joint venturer of the other.

14.14 Further Assurances. Buyer and Seller shall each execute and deliver all such documents and perform such acts as are reasonably requested by the other party to effectuate the transactions contemplated by this Agreement, provided that such further assurances are provided by each party at no additional cost to such party and are otherwise consistent with the terms and intent of this Agreement.

14.15 Construction. This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation of this Agreement.

14.16 Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

14.17 Force Majeure. In the event any party is unable to perform its obligations under this Agreement because of a Force Majeure Event, then such party shall provide the

other party with notice of its inability to perform its obligations hereunder, together with documentation supporting the existence of such Force Majeure Event, and shall promptly begin to perform, or resume performance of, its obligations under this Agreement upon the cessation of the Force Majeure Event. As used herein, a "Force Majeure Event" means labor strikes, extraordinary civil commotion, war, warlike operation, fire or other casualty, inability to obtain fuel or energy, unusual or uncustomary weather conditions, or other acts of God, or other causes beyond a party's reasonable control (financial inability excepted).

IN WITNESS WHEREOF, the City and the Services Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas

[Services Provider Name]

By: _____
Michael L. Montandon, Mayor

By: _____
**[Type Name and Title of Person
Executing Document]**

Attest:

By: _____
Karen Storms, City Clerk, CMC

Approved as to Form:

Carie A. Torrence, City Attorney

By: _____
Deputy City Attorney

Exhibit A

Exhibit B

Budget

Exhibit C

Scope of Work

Exhibit D

Supplemental Services Rates