

Mayor
Shari L. Buck

Council Members
William E. Robinson
Robert L. Eliason
Anita G. Wood
Richard J. Cherchio

Acting City Manager
Maryann Ustick



General Services Department
2200 Civic Center Drive • North Las Vegas, Nevada 89030
Telephone: (702) 633-2438 • Fax: (702) 399-8099 • TDD: (800) 326-6868
www.cityofnorthlasvegas.com

September 30, 2010

CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL 007-034
**SkyView Multi-Generational Center
Operation and Management Services**

Proposals will be received in the Office of the City Clerk, 2200 Civic Center Drive, North Las Vegas, Nevada, 89030 **until 4:00 p.m. on , October 27, 2010** and will be publicly opened and read shortly thereafter in the Council Chambers at the address above in City Hall.

A Pre-Proposal Conference will be held on October 19 10:00 a.m. in the City Council Chambers 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 Dwight Rawlinson, Purchasing and Risk Manager, 2200 Civic Center Drive, North Las Vegas, NV 89030 or by e-mail at dwightr@cityofnorthlasvegas.com.

PROPOSAL documents can be accessed at www.bidsnyc.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 Storms, CMC
City Clerk

Published Review Journal (October 3, 2010)

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. 007-030 SkyView Multi-Generational Center Operation and Management 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 Dwight Rawlinson, Purchasing and Risk Manager, dwightr@cityofnorthlasvegas.com, or ATTN: Dwight Rawlinson, 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.

7. METHOD OF EVALUATION AND AWARD:
THIS SECTION NOT USED.
8. SUBMITTAL REQUIREMENTS:
SEE ATTACHMENT 2 FOR INSTRUCTIONS
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 for a period of three years with one two-year renewal option.

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 acting within the scope of their duties against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The policy shall provide the following minimum limits:

GENERAL LIABILITY

Bodily Injury - - - - -	\$ 1,000,000 each person
	\$ 1,000,000 each accident
Property Damage - - - - -	\$ 1,000,000 each accident
COMBINED SINGLE LIMIT OF \$1,000,000	

Such insurance shall include the specific coverages set out herein and be written for NOT LESS THAN the limits of liability and coverages provided herein, or required by law and other governing agencies, whichever is greater.

Such policy shall provide coverage at least as broad as that provided in the Standard Form approved by the National Bureau of Casualty Underwriters together with such endorsements as

are required to cover the risks involved. In addition, the Service provider 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.

The cost of this insurance shall be deemed included in the prices for the various items of work and no additional compensation will be made therefore.

17. WORKMEN'S COMPENSATION INSURANCE:

The Service provider shall secure, maintain in full force and effect and bear the cost of complete Workmen's Compensation Insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616, 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 Service provider to comply with the provisions of this paragraph.

18. INDEMNITY:

The successful PROPOSAL 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.

19. 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 PROPOSER'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 and they will be deemed to be included in the contract the same as though herein written out in full.

20. CANCELATION 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:

SEE 24.18

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. CONFLICTS OF INTEREST:
All bidders are required to identify situations where, in their opinion, a conflict of interest may occur. Conflicts may include but not be limited to situations where ongoing statutory audit and advisory relationships
23. EXCEPTIONS:
Each PROPOSER will list on a separate sheet of paper any exceptions to specifications and attach it to their proposal.

24. SCOPE OF WORK

REQUEST FOR PROPOSALS No. _____

SkyView Multi-Generational Center Operation and Management Services

1. Introduction

Although this project is not governed by the competitive bidding requirements under NRS Chapter 332, the City of North Las Vegas is soliciting proposals from qualified non-profit organizations that are recognized as tax-exempt under IRC § 501(c)(3) (“Offerors”) to enter into a professional services contract to perform operation and management services at the SkyView Multi-Generational Center (the “Center”).

Following receipt of proposals, the City of North Las Vegas will conduct an evaluation to select the proposal most advantageous to the City. The City will then communicate with the selected organization with the intent of awarding a contract. During this process, the City retains the right to communicate with more than one organization to create an acceptable operation and management program, or to award no contract and operate the Center itself.

The Center is located on land owned by the federal government and administered by the Bureau of Land Management (“BLM”). The use of the Center is subject to the Recreation and Public Purposes Act (the “Act”), which requires that the land be used for public recreational purposes and that the City not transfer operational control or use of the land to a third party. Any contract resulting from this proposal may be subject to review, approval, and execution by the BLM before becoming final.

2. Description and Construction Schedule of the Center

Construction of the Center is expected to be complete in November 2010. When complete, the Center will be a multi-purpose facility of approximately 35,700 square feet located at the northeast corner of Centennial Parkway and Statz Street. Any potential offeror requiring additional descriptive information should contact Dwight Rawlinson at (702) 633-1460, Ext 3.

3. Term of Contract

The City intends to award a contract for an initial five-year operating period with two potential five-year renewal options, which may or may not be exercised at the discretion of the City.

4. Statement of Work

The selected organization (the "Operator") will be required to manage and operate the Center in a professional, cost-effective and business-like manner. The Operator will provide all personnel, expertise, equipment, supplies and other items necessary to operate the Center as a not-for-profit institution available for use by the general public. Subject to the approval of the City, the Operator will act as the general clearing house, overseer, coordinator, and promoter of recreation, fitness, safety, therapy, and competitive programs offered at the Center. The Operator will accept all expense and legal liability for the operation of the Center. Moreover, the Operator will indemnify the City for any claims or damages suffered by the City that are arising out of or related to the operation and management of the Center.

5. Revenue and Budgets

It is the City's objective that the Center be operated at a financial break-even point with revenue equaling or exceeding operating costs. To achieve the City's objective, the Operator may engage in fund raising activities to supplement operating revenue or it may supplement the operating budget through its own resources.

Any potential Operator should include a proposed operating budget and revenue projection in its proposal. Thereafter, the Operator will be required to propose operating budgets and projected revenue streams annually. The City will retain the right to approve or disapprove budgets as well as programming and fee structures. In addition, the City will also require the Operator to submit various monthly and annual reports regarding the operation and management of the Center, including, without limitation, financial reconciliation and variance reports.

6. Furnishings, Fixtures, and Equipment

The City's construction program for the Center will include a certain amount of furnishing, fixtures, and equipment (FF&E) that will be provided by the construction contractor. A listing of that FF&E is included as Attachment 4.

Depending upon the programs offered at the Center, the Operator may be required to obtain additional FF&E beyond that provided by the City in the construction program. The Operator will be required to submit its recommendations for FF&E and may be asked to provide some FF&E through its own resources.

7. Subcontracting/Teaming/Partnering

With prior City approval, the Operator may be permitted to subcontract, team, or partner with other non-profit organizations that would be given responsibility for operating certain functions within the Center. The form of any such subcontract or agreement would be required to take substantially the same form as the Operator's contract with the City and would have to be in full compliance with the Recreation

8. Preparation of Proposals

Proposals must be prepared and submitted in accordance with the instructions set forth in Attachment 2.

9. Administrative Matters

Any inquiries or complaints should be directed to the Purchasing & Risk Manager as indicated on the cover page. Official complaints should follow the procedures in Attachment 6.

10. Attachments and Exhibits

Attachment 1: Summary Statement of Work, 3 pages

Attachment 2: Proposal Preparation – Instructions to Offerors, 6 pages

Attachment 3: Sample Pro-Forma Budget, 1 page

Attachment 4: SkyView Multi-Generational Center Amenities and Floor Plan,
3 pages

Attachment 5: Certificate - Disclosure of Ownership/Principals, 4 pages

Attachment 6: Protests, 2 pages

Attachment 1

Summary Statement of Work

The following summary list of duties is designed to assist potential offerors in preparing their proposals and Pro forma budget and revenue statements. While it briefly covers most responsibilities, it is not a complete list of all requirements that will appear in the final negotiated contract.

1. Non-Discrimination Ensure that the Center is available to the general public without discrimination as to age, race, creed, religion, sex, marital status, national origin, political affiliation, physical handicap or ancestry.
2. Operating Hours Ensure that the Center is operational for all days and hours as agreed to with the City.
3. Staffing Provide professional, competent staffing to the Center to include: a) a General Manager whose sole responsibility will be management of the Center and who may not be replaced without the City's prior approval of the replacement, b) adequate managerial and supervisory personnel to ensure presence of a manager or supervisor during all hours of operation, and c) all other full and part-time staff to operate the Center during all proposed hours of operation. The Operator will also be responsible for maintaining satisfactory standards of employee competence, conduct, and integrity, and for taking such disciplinary action with respect to its employees as is necessary to ensure efficient operation of the Center.
4. Programming and Fees Develop all programming and rate schedules for the Center and implement after obtaining written approval from the City.
5. Headquarters Support Provide appropriate expertise and support from the Operator's headquarters, to include quality assurance, corporate accounting and bookkeeping, staffing and planning assistance. The cost of corporate support should be included as part of the management fee.
6. Bookkeeping and Accounting Provide bookkeeping and accounting functions such that revenues and expenses for the Center are accurately computed, reported and reconciled and that all required reports are submitted in a timely manner.
7. Housekeeping Perform, or cause to be performed, all housekeeping and janitorial duties necessary to maintain the entire facility in a clean, sanitary, orderly and presentable fashion, in general accordance with the City's technical specification for janitorial services (available upon request).
8. Maintenance Maintain all interior and exterior portions of the Center with the exception of landscaping and parking lots, which will be maintained by the City.

9. Annual Closure for Facility Maintenance There will be a once-a-year, seven-day period reserved for the City Building Maintenance crew to perform facility equipment maintenance such as HVAC, plumbing and kitchen equipment, etc. Proper coordination is necessary between the City and the Operator.
10. Supplies Provide all supplies as are reasonably necessary to operate and maintain the Center. This should include all equipment necessary for cleaning the Center.
11. Utilities City will pay, up to a limit, for the costs associated with electric, gas, water, sewer, garbage disposal, telephone, utility transfer fees associated with all utilities, if any, reasonably necessary to operate the Center.
12. Equipment Inventory Establish and maintain a complete, electronic inventory of all City-owned property located at the Center. Ensure that FF&E procured with City funding is accounted for as City property.
13. Vandalism/Damage Reporting and Repair Within one (1) business day of occurrence, report to the City's Parks and Recreation Department all damage to the Center which occurs by vandalism or from other causes. Perform minor repairs as necessary and request instruction from the City for any major problems.
14. Security Develop, institute, and maintain a City-approved Safety Program throughout the entire performance period of the Contract.
15. Vending Area Maintain the vending area in a clean and orderly fashion. The Operator will be responsible to acquire the vending concession services contract and will be financially responsible for such services and the area cleanliness.
16. Consumer Complaints Ensure that consumer complaints are handled expeditiously and courteously.
17. Insurance
SEE SECTION 16 ABOVE
18. Taxes make payment of all applicable federal, state, and local taxes, including payroll taxes, which are related to Contract performance and for which the Center and/or the operator are responsible.
19. Marketing Perform marketing, promotional and fund raising activities and list the City as the partner of these activities.

Attachment 2
Proposal Preparation - Instructions to Offerors

1. General

- a) **Proposals must be submitted no later than 1:30 pm PST on Thursday, October 28, 2010.** Late proposals will be returned unopened to the offeror. Electronic or fax transmission of proposals will not be accepted.
- b) Proposals must be submitted in a sealed envelope to the address below. **The envelope must be clearly marked with the RFP Number and the date and time for receipt.**

City Clerks Office
RFP No.007-034
2200 Civic Center Dr.
North Las Vegas, NV 89030

- c) Proposals should be submitted in the format specified in paragraph 2 below. Failure to follow the format instruction may result in a negative evaluation of the proposal.
- d) Offerors assume all costs associated with the submission of a proposal. The City is under no obligation to award a contract.
- e) Offers must be valid for a minimum of one-hundred-eighty (180) days.
- f) Offerors may submit an alternative proposal. Any alternative must be clearly identified as such and the rationale for submitting an alternative must be fully explained and must address all proposal sections.

2. Proposal Format

- a) Submit the entire proposal on standard 8.5" x 11" paper.
- b) Not include advertising materials or brochures.
- c) Submit one (1) Original and seven (7) copies of the proposal. One of the copies must be unbound, have no holes punched or staples in the pages, and be suitable for processing through a copying machine without causing a paper jam.
- d) Submit proposal information in the specific sections listed in paragraph 3 below.

3. Proposal Content

The Offeror shall submit proposals in the following sections:

The Cover Page must show the Offeror's name, address, e-mail address, fax number, and phone number, it should include the statement, "This proposal is submitted in response to Request for Proposal RFP No.007-034 and constitutes an offer by this business entity to perform the services set forth therein." If it is an alternative proposal, it must be identified as such on this page.

Section 2 – Business Information

Include the following information:

- a) Proof of Section 501(c)(3) designation, and City of North Las Vegas business license once the contract is negotiated.
- b) Total number of employees.
- c) An organization chart.
- d) Description of currently held insurance, including worker's compensation. State policy limits, name of insurance carrier, and coverage dates.
- e) "Certificate - Disclosure of Ownership/Principals", as set forth in Attachment 5 of this RFP.
- f) Acknowledgement of any RFP Amendments.
- g) Three (3) years of audited financial statements, including that of the most current year available.

Section 3 – References

Identify at least three organizations within the last five years for which you have performed the same or similar services. If possible, the references should be municipalities or other regional government entities of similar size and interests as the City of North Las Vegas. For each organization, list the following information:

- a) Name and address of the municipality and population.
- b) Name of the individual having personal knowledge of the Offeror's performance, including phone number.
- c) Description of services performed by the Offeror for accomplishment of the work, including a physical description of the Center, operational description of the Center services, staffing, funding sources, and budget performance.
- d) Dates of performance.

Section 4 – Personnel Resources

Describe the qualifications the Offeror will establish for the general manager who will be assigned to the Center. If the Offeror already knows who will be assigned as the general manager, a resume may be submitted in lieu of the qualification listing.

- a) Describe the resources from which the general manager and other managerial and supervisory personnel will be drawn.
- b) Discuss how variable seasonal staffing requirements will be met.

Section 5 – Management Plan

- a) In this section the Offeror should describe in detail how the specific work of managing and operating the Center would be accomplished. The Offeror should review the evaluation criteria set forth below in order to maximize the proposal presentation. The Offeror should ensure that the proposal includes a demonstration of overall strategies employed to achieve financial break-even.
- b) The management plan must also identify any proposed subcontractors or partners with a specific list of the activities or functions for which they would be responsible.

Section 5 may not exceed 20 pages. Reviewers may not consider any information presented in excess of this limit.

Section 6 – Programming, Use and Rate Structure

- a) In this section the Offeror should present its proposed programs and fee structure. This presentation will not necessarily be the final program but it should reflect the offeror's understanding of the needs of the community and seek a balance between affordability and the goal of achieving a financial break-even.
- b) This section should also present the proposed days and hours of operation, with some attention paid to the ability to accommodate an after-school program.
- c) The Offeror should also describe how - if selected for award - it would actually determine community needs and desires, to include method and frequency of updating.
- e) Offerors wishing to include programs of a religious or religious-cultural nature as part of their normal programming may do so as part of their proposal; however, offerors must be aware that such programs will be subject to review and approval by the City and may not be permitted in actual practice.

Section 7 – Marketing, Promotions, and Fund-raising

Address the offeror's plan for marketing and promoting the Center, as well as fund-raising activities. Describe the offeror's experience and successes in these areas and provide projections/goals for annual fund-raising, if any.

Section 8 – Furnishings, Fixtures and Equipment (FF&E)

- a) Provide a listing of FF&E, with cost estimates, which the offeror believes will be required for the Center beyond the FF&E provided in the construction program (see Attachment 4). The listing should be based on the offeror's proposed programming.
- b) Discuss methods the offeror would use to obtain the additional FF&E, including, if appropriate, use of its own resources, fund-raising, etc.

Section 9 – Exceptions

List any exceptions taken to any part of the RFP.

Section 10 – Pricing

- a) The Offeror must submit a 3-year Pro Forma for Center Operation and Management Services which itemizes revenue, cost of sales, staffing expenses, operational expenses, and Center expenses. The Pro Forma should be submitted in a form similar to that contained in Attachment 3. A discussion of underlying assumptions used to derive the Pro Forma must be included, with a special emphasis on usage projections. Ensure that all projected operating expenses are included. The City is providing certain estimates as a guideline in subparagraph b) below.
- b) Assumptions for the Pro Forma:
 - 1) The City estimates the annual utility costs for the entire facility, including pool, at \$350,000. All offerors should utilize this estimate, with appropriate inflation for the second and third years. If an offeror believes that its programming and building usage may result in higher or lower utility costs, a different estimate may be used but the rationale must be included. Offerors are advised that Utility estimates must be included as part of expenses in Pro Forma submittals.
 - 2) The Operator will be responsible for minor maintenance. During the first year, some of this may be covered by construction warranties. As a guideline for offerors, the City uses a maintenance estimate of \$2.00 per square foot per year.
 - 3) Proceeds from vending operations should not be included as revenue in Pro Forma submittals.
- c) The Offeror may place a proprietary/confidentiality 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.
- d) As discussed elsewhere herein, one of the City's objectives is for the Center's operator to achieve a financial breakeven; however, it is not the City's desire that Offerors make unrealistic usage or fee structure assumptions for the sake of submitting a break-even Pro Forma. While financial results will remain a significant element of the evaluation, an Offeror that submits a Pro Forma showing a deficit will not be automatically excluded from consideration.

The pricing section of the proposal is extremely important. If offerors are not clear as to what is required, they should contact the City point of contact for clarification.

4. Evaluation Criteria

- a) The City is under no obligation to award a contract for these services.
- b) The City intends to evaluate the proposals submitted and select for negotiations that offeror whose proposal is determined most advantageous to the City.
- c) The evaluation team will consider all relevant factors with emphasis on the following:
 - i) Assessment of the offeror's ability to achieve a financial breakeven. The assessment will include, among other things, the reasonableness of usage projections and fee structures, as well as all costs associated with operating and managing the Center.
 - ii) Quality of previous corporate or company experience with the management of centers of similar size and uses.
 - iii) Proposed qualifications established for general manager and the pool of resources from which the general manager and other managers/supervisors will be selected.
 - iv) The management plan, to include hours of operation and approach to community needs, including accommodating joint use, senior use, and after-school programs.
 - v) Strategies and goals for marketing, promotions, and fund-raising.
 - vi) Strategies for maximizing public utilization of the Center, scope of programs, and fee structures.
 - vii) Organization's financial stability.
 - viii) Ability and strategy for acquiring any additional required furnishings, fixtures, and equipment in excess of what City has provided.

5. Ownership Disclosure

Offerors must submit the "Certificate - Disclosure of Ownership/Principals" set forth in Attachment 5. Failure to submit the required information may result in rejection of the submitted proposal, and no contract can be awarded if an Offeror has failed to provide the Certificate.

6. Inquiries

Any questions regarding this Request for Proposal should be directed to Dwight Rawlinson, Purchasing/Risk Management Manager, (702) 633-1460, Ext 3, or FAX (702) 633-5321. Offerors shall initiate all contacts with the City through the Purchasing/Risk Management Manager during the period beginning with the issuance of the RFP and ending with the award of any contract. This will insure that all issues are appropriately coordinated and that all potential Offerors are afforded equal treatment.

7. Amendments

Should the City decide to make changes to this RFP, such changes will be made by written RFP Amendment. **Offerors must acknowledge receipt of all Amendments in Section 2 of the Proposal.**

Attachment 4

City of North Las Vegas SkyView Multi-Generational Center Amenities and Floor Plan Approximately 35,700 square feet total area

All rooms to include finish walls, floors and ceilings.

Fitness/Cardio Room

4,327 square feet

Items included: drinking fountains, floor power outlets, AV cabinet and conduits, intercom, television cable outlets.

Aerobic/Dance Rooms

1 @ 1,195 s.f., 1 @ 929 s.f. Total = 2,124 square feet

Items included: AV cabinet and conduits, ballet bars, mirrors, counters, room divider, intercom.

Drop In Child Care Room

657 square feet

Items included: reception counter, counters, unisex children restroom, intercom.

Multi-purpose Rooms

1 @ 1,315 s.f., 1 @ 1,260 s.f., 1 @ 2,095 s.f., Total = 4,670 square feet

Items included: sinks, counters and cabinets, projectors and screens (1 each room), room divider wall.

Kitchen

723 square feet

Items included: (2) refrigerators, (1) under-counter refrigerator, two burner range, demonstration-serving counter, hand sink, beverage counter, coffee maker, microwave oven, (2) work tables, 6 burner range with oven base, convection oven, preparation table with sinks, pot and pan rack, ice maker, wall shelf, scullery sink, pre-rinse spray, under-counter utensil washer, (4) secure shelving units, mobile drain board.

Office Space

1,819 square feet – excluding IT room

Items included: office dividers, projector and screen in conference room, break room with sink, counter and cupboards, media room, two manager offices.

Reception Counter – Front Counter

350 square feet

Items included: counters, cabinets, AV, TV and fiber outlets.

Indoor Swimming Pool and Deck

Swimming Pool 4,275 s.f., Pool Deck 3,877 s.f., Total = 8,152 square feet

Items included: 4 lanes shallow end, 6 lanes in deep end, starting platforms, lifeguard chairs, ADA lift, (2) shower stanchions, all mechanical equipment.

Women's Locker Room

677 square feet

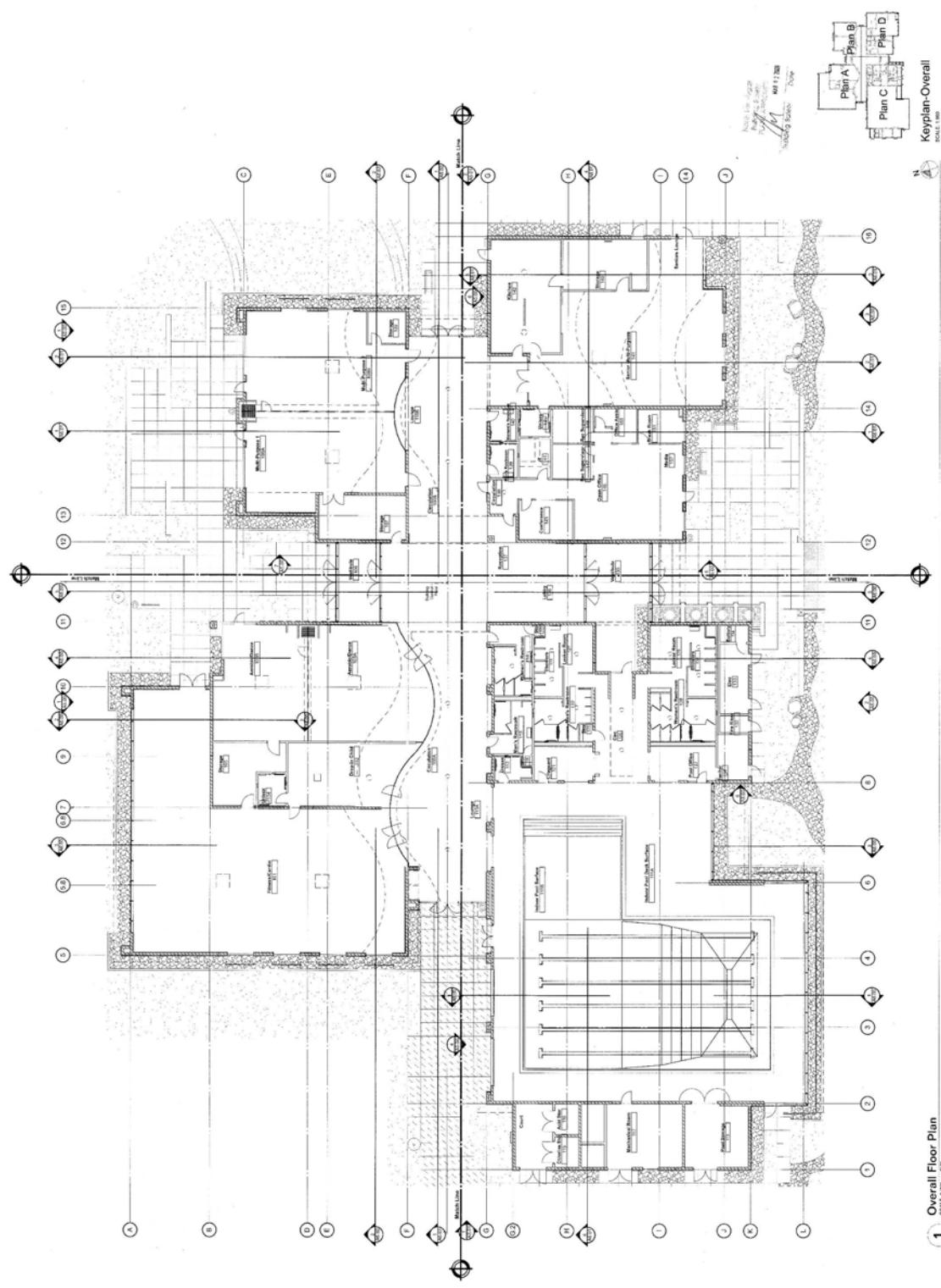
Items included: showers, sinks toilets, bench, lockers.

Men's Locker Room

577 square feet

Items included: showers, sinks toilets, bench, lockers

General Notes
 1. Check plan to for reference only.



1 Overall Floor Plan
 SCALE: 1/8" = 1'-0"

Attachment 5

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of North Las Vegas.

"City Council" means the governing body of the City of North Las Vegas.

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

"Principal" means, for each type of business organization, the following: (a) sole proprietorship - the owner 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. Policy

THIS SECTION NOT USED

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. 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.

4. 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
Name
Address
Telephone
EIN or DUNS

Block 2 Description
Subject Matter of Contract or Agreement
Management and Operation of Community Center
RFP No.

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:	

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 shall continue the above list on a sheet of paper entitled “disclosure of principal – Continuation” until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

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. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____ Number of Pages _____

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.

Name

Date

Subscribed and sworn to before me this _____ day of _____, 2010

Notary Public

Attachment 6

Protests

(a) Any person who submits a proposal in response to this advertised Request for Proposals, may, after proposals are received, evaluated, and a Contract is recommended for award, file a notice of protest (hereinafter, "Protest") with the City regarding the awarding of the resulting contract; provided, the person (hereinafter, "Protester") complies, as a condition precedent to consideration of such Protest, with the procedures set forth herein.

(b) Any person who submits a proposal in response to this advertised Request for Proposals, who has received notice of elimination from further consideration for award, may file a Protest prior to the time a Contract is recommended for award, provided resolution of the protest may be accomplished without disclosure of other submittals. Consideration of any such Protest will be limited to a discussion of the Protestor's submittal, including strengths and weaknesses, and the actual terms and conditions of the Request for Proposals.

(c) The Protest must be submitted in writing to the Manager of Purchase and Risk Management at the address set forth in Paragraph 2 of the RFP, within five (5) business days after the Protester knows or should have known of the recommended award of a Contract resulting from this Request for Qualifications, or within five (5) business days after receiving notice of elimination from further consideration for award.

(d) The Protest must include a written statement setting forth with specificity the reasons the person filing the Protest believes the applicable provisions of law were violated. The Protest shall contain, at a minimum, the following information:

- (i) Request for Proposals identification number and title,
- (ii) The name and address of the Protester and the title or position of the person submitting the Protest,
- (iii) A statement describing in detail all of the issues being protested, the underlying specific provision(s) of law alleged to be violated, and the reasons the award of the contract should not be made as proposed by the City,
- (iv) A statement describing in detail how the issues being protested adversely affect the Protester's proposal submitted to the City,
- (v) A statement describing the relief sought by the Protester, and
- (vi) Such other information as the Protester deems to be material.

(e) The Protester shall provide such additional information requested by the City, which the City deems pertinent to the consideration of the Protest. The Protest shall identify all of the issues and arguments which support the Protester's claim that award of the contract should not be made as proposed by the City, and any and all subsequent appeals of the decision rendered upon the protest shall be limited solely to the issues and arguments set forth therein, and shall not include any new or additional issues or arguments.

(f) At the time the Protest is filed, the Protester must post with the City a security in the form of a cashier's check, bond, certified check or money order (the "Protest Security") made payable to the City. The amount of the Protest Security shall be the lesser of (i) twenty-five-percent (25%) of the Protester's proposed price(s), or (ii) two-hundred-fifty-thousand-dollars

(\$250,000). The Purchase/Risk Management Manager will hold the Protest Security until a final determination is made on the protest.

(g) Upon receipt of the Protest and the Protest Security, which meet all the requirements set forth herein, the Purchasing and Contracts Manager will review the Protest and, if the Protest is not resolved by mutual agreement, will render a written determination within ten (10) calendar days thereof, unless the nature and complexity of the Protest requires additional time. In lieu of deciding the Protest, the Purchasing and Contracts Manager may: (i) forward the Protest directly to the City Council for their determination, or (ii) forward the Protest directly to the Finance and Business Services Director.

(h) The decision of the of the Purchasing and Contracts Manager may be appealed; provided, the Protester delivers written notice thereof to the Purchasing and Contracts Manager within three (3) business days of receipt by the Protester of the Purchasing and Contracts Manager's written determination. Upon receipt of the written notice of appeal, the Purchasing and Contracts Manager will forward the appeal to the Finance and Business Services Director or, in the case of time sensitive projects, directly to the City Council, whichever is determined to be in the best interests of the City.

(i) Upon receipt of the appeal, the Director will review the Protest and issue a written determination within ten (10) calendar days thereof, unless the nature and complexity of the Protest requires additional time. If the Protester is not satisfied with the Director's decision, an appeal may be made to the City Council; provided, a written request is received by the Purchasing and Contracts Manager within three (3) business days of receipt by the Protester of the Director's written determination.

(j) If an appeal is made to the City Council, the matter will be placed on the agenda of the City Council as soon as possible taking into account the administrative deadlines in effect within the City. The City Council will not consider any appeal unless it complies with the procedures set forth herein.

(k) If the Protest is upheld, or the City decides to reject all proposals in connection with the Request for Proposals, the full amount of the Protest Security will be returned to the Protester. If the City renders an unfavorable final decision (at any level) on the Protest, the City will return the Protest Security to the Protester within thirty (30) calendar days of the decision after deducting therefrom the expenses incurred by the City in processing the appeal.

(l) If the Protester seeks judicial relief from the decision of the City Council, the City will retain the Protest Security until a determination is made by the court. If the court upholds the decision of the City Council, the City may retain an amount equal to the expenses incurred by the City in processing the appeal including, but not limited to, court costs, costs of attorney's fees (including those in retaining private counsel to defend the decision of the City Council), costs of staff time expended in processing the appeal, costs to retain any needed consultants or experts or any other costs incurred by the City resulting from the appeal. If the Protestor prevails in court, the full amount of the Protest Security will be returned to the Protester.

(m) Neither the City nor its officers, employees, or authorized representative 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 Protest.

(n) No award will be made of the Contract while a protest or appeal is pending before the City. A person who submits an unsuccessful proposal may not seek any type of judicial intervention until the City Council has made a determination on the protest and awarded the Contract.

(Sample)

**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 ?????????????? (the "PROJECT");
2. The Services Provider is experienced in ??????????????(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. 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—ask Dwight] for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the City as an additional insured.

C. [If applicable] 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—see Dwight] for each occurrence and [\$2,000,000—see Dwight] in the aggregate.

D. Automobile Liability insurance with a combined single limit of [\$1,000,000—see Dwight] per accident.

E. Employer's Liability insurance with limits of [\$1,000,000—see Dwight] 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 TWELVE INDEMNIFICATION

12.1 Notwithstanding any of the insurance requirements herein above set forth or limits of liability set forth therein, Services Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorney fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Services Provider, its subcontractors, agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement. This Section 12 shall survive the completion of the Project and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION THIRTEEN NOTICES

13.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of North Las Vegas
Attention: DWIGHT RAWLINSON
2200 Civic Center Drive
North Las Vegas, NV 89030
Fax: 702-399-8099

To Services Provider:
Attention:

Fax:

13.2 The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

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: _____
Shari L Buck, Mayor

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

Attest:

By: _____
Karen Storms, City Clerk, CMC

Approved as to Form:

Nicholas G. Vaskov, Acting City Attorney

By:
Deputy City Attorney

Exhibit A

Project Schedule

Exhibit B

Budget

Exhibit C

Scope of Work

Exhibit D

Supplemental Services Rates