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Acting City Manager
Maryann Ustick

Your Community of Choice
Administrative Services /Purchasing Division
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**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL # 007-041 RETAIL SPACE LEASE
FOR THE NEW CITY HALL**

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 Wednesday, May 11, 2011** and will be publicly opened and read shortly thereafter in the City Council Chambers located at the previous address in City Hall.

A Pre-Proposal Conference will be held on **Tuesday, April 26, 2011 2:00 p.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 Ron Corbett, Purchasing Manager, 2200 Civic Center Drive, North Las Vegas, NV 89030 or by e-mail at Corbett@cityofnorthlasvegas.com. ***The cutoff for questions and answers will be, May 3rd, 2011 at 1:00 p.m.***

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 Administrative Services /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
April 22, 2011
April 23, 2011

**REQUEST FOR PROPOSAL
007-041 FOR RETAIL SPACE LEASE**

1.1 Project Overview

(a) The City of North Las Vegas is requesting proposals to lease (one to three) non-food street level urban retail space located in the north side of the New City Hall currently under construction at 2250 N. Las Vegas Blvd, North Las Vegas, Nevada 89030.

(b) About this selection process, this competitive selection process is being performed in accordance with NRS 268.059 and 268.063 governing the sale or lease of real property for redevelopment or economic development. After receipt of proposals as outlined in this RFP, the City may either develop a short list for further evaluations or proceed directly to negotiations with the Proposer offering the best value to the City.

(c) Construction is on-going on the City's \$135 million dollar City Hall located near the current City Hall and the Municipal Justice Facility on Las Vegas Blvd. The New City Hall will be a nine-story LEED Silver certified building with approximately 210,000 square feet, and was constructed by Whiting Turner Contracting Company.

(d) The anticipated contract type is a five (5) year Net/Net/Net lease with the Tenant paying \$0.90 per square foot as Common Area Maintenance ("CAM") charges, which include water, sewer, HVAC, trash service, property taxes and building maintenance fees. Sub-metered electricity, security, janitorial, internet, phone and cable services are the sole responsibility of the Tenant.

A sample lease is not attached to this RFP, but will be provided for review and acceptance prior to award either as an Addendum or an Exhibit. If a proposal is selected for award, any resulting Contract is expected to contain generally the same terms and conditions set forth in the most leases. Any proposed modifications and or exceptions to the terms and conditions of the Lease will be subject to review and approval by the City Attorney's Office. Proposers are advised to thoroughly read the RFP and the Lease to ensure complete understanding of the terms and conditions prior to award. Use of the words "lease" or "contract" in this RFP does not imply any obligation on the part of the City of North Las Vegas to enter into a contract.

(e) The City has made every attempt to provide all the information needed by the Proposers for a thorough understanding of the terms, conditions and requirements of this project. By submitting an offer, Proposers agree that it is the responsibility of Proposers to examine and evaluate all terms, conditions and other factors pertinent to the project. (Part of the bid criteria will be the most profitable use of the space, including what rent is offered). The pricing in section 5 is based only on averages and estimates.

1.2 Definitions

As used throughout these documents, the following definitions shall apply:

- | | |
|--|---|
| (a) Addendum | A written revision or amendment to this solicitation document, issued to all proposers. |
| (b) City | The City of North Las Vegas |
| (c) City Council | Governing body of the City of North Las Vegas |
| (d) Contract | Terms and conditions that substantially conform to this RFP's lease which will be provided and finalized through negotiations and executed by the Successful Proposer and the City of North Las Vegas |
| (e) Deliverable | Any report, hardware, data, documentation, or other tangible item that the Tenant is required to provide to the City under the terms of a Contract |
| (f) Prospective Proposer | Individual or firm who has received a copy of the RFP |
| (g) Purchasing & Contracts Representative | Individual designated in this RFP as the person to whom all inquiries should be addressed beginning with the issuance of the RFP and ending with an award of a Contract or the completion of the RFP, if no Contract is awarded |
| (h) Proposers | Individuals or firms that submit a proposal in response to this RFP. |
| (i) Successful Proposer | The individual or firm that is offered a Contract by the City of North Las Vegas. |
| (j) Tenant | Individual, partnership or corporation that is responsible for the performance of services under a Contract awarded by the City |

1.3 Description of Premises

(a) Description of the premises:

The City has constructed with GOB Bonds to build the New City Hall Facility located at 2250 N. Las Vegas Blvd. North Las Vegas, Nevada 89030 that includes a ground floor retail suites located at the north section of City Hall.

The City desires a lease to Tenant(s) to operate a non-food retail business. The premises consists of (3) three units. Unit 1 is 1470 square feet, Unit 2, 469 square feet and Unit 3, 1460 square feet of retail space for a total of 3399 square feet of gross leasable area ("GLA"). The commencement date requested will be as soon as execution of the lease by both parties is executed. A sample lease will be forthcoming either as an addendum or addition to this RFP. The City is requesting a term of (5) five years for the term of the lease of the non-food retail space. Common Area Maintenance (CAM) and Utility charges will be included as a flat rate in the monthly Rent. CAM charges shall include reasonable costs directly incurred by the City of North Las Vegas in the operation, maintenance and upkeep of the Premises, including, HVAC, water, sewer, fire safety, property taxes and building maintenance costs directly associated with the premises. Deposits required will be the first month as pre-paid rent, and an additional amount equal to one month's rent for the security deposit.

(b) Hours of Operation: Tenant shall operate the non-food urban retail space to accommodate the operational hours of the New City Hall. **Hours of operation are 8:00 am to 6:00 pm Monday through Thursday and are subject to change.**

(c) Gray Shell

1. Vertical enclosure will consist of a floor to ceiling level glass storefront on the North elevations and one layer of gypsum board on 6" metal studs on the south, west and east walls (common to the City Hall office areas) The glass storefront consists of clear, low emissivity glazing with horizontal mullions at varied heights above the concrete floor level. Glass storefront doors are provided on the north elevation. Additional doors will be provided which access the City Hall Office Space. The gypsum board will be taped and mudded full height to the underneath structure of the floor above.
2. Horizontal enclosure will consist of a concrete floor slab on the main floor, and is at the same level as the outdoor portion of the tenant space. Clear height to bottom of structure above is approximately 18 feet.
3. Outdoor space consists of concrete slab accessed by the public sidewalk. A finished metal panel trellis element covers the majority of the outdoor space approximately 16' 0" above the slab level.
4. A 480/277 Volt 3 Phase panel rated @ 100 amps has been provided for each space with the exception of Space # 137 which has 2 100 amp panels.

5. HVAC is provided by the City Hall's main HVAC system, with control via supply air ducts with variable air volume boxes and one return duct stubbed to the space.
6. Plumbing supply and waste piping is stubbed to the retail space. There is not a waste line or trap available.
7. Fire Sprinkler system trunk lines with upright heads are provided by the City Hall's supervised fire sprinkler system.
8. Fire alarm system components are not provided in the premises, but the Tenant is required to coordinate with the City Hall fire alarm system requirements and provide fire alarm appliances and devices with the retail space.
9. Telecommunications service is provided by two 4" conduits stubbed into the retail space which terminate in the City Hall's demarcation room. Tenant to provide cabling, patch panels and active equipment.
10. City of North Las Vegas will supply water, trash enclosure, trash removal services, and sewer connections for ordinary drinking, lavatory and toilet purposes.

(d) Tenant Improvements: All improvements must be made at the sole expense of the Tenant and be included in the bid submittal. Modifications to the space will require review and approval of the City. Proposals for any exterior signage must be reviewed and approved by the City. The Tenant shall obtain all necessary permits for construction and operations.

(e) Signage: All Tenant signage must be pre-approved and comply with City of North Las Vegas Municipal Code and be included in the bid submittal. Prior to the installation of any Tenant signage, the Tenant's sign contractor must obtain the proper permits and sign certificates after proposal is approved by the City, and before installation. The proposed Tenant signage must comply with the zoning district dimensional standards pursuant to the North Las Vegas Municipal Code.

(f) Parking

Las Vegas Boulevard- No parking will be allowed on Las Vegas Boulevard. General Parking will be to the south and west of City Hall.

(g) Construction Schedule: the following is a tentative construction schedule showing dates pertinent to the retail space. All dates are subject to change at the sole discretion of the City.

July 1, 2011	Substantial Completion/temporary Certificate of Occupancy
August, 2011	Turnover to Tenant
September, 2011	Final Certificate of Occupancy
October/November, 2011	Grand Opening

(h) Traffic: The subject property is located along North Las Vegas Boulevard. The following Nevada Department of Transportation traffic count stations are considered to be in the proximity of the subject property. These stations measure the annual average daily traffic counts.

- Along Las Vegas Boulevard North, 0.1 mile north of Lake Mead Boulevard (station 330)
- Along Civic Center Drive, 100 feet north of Lake Mead Boulevard (station 654)
- Along Lake Mead Boulevard, 3000 feet east of Las Vegas boulevard (Station 329)

	Traffic Counts		
Year	Las Vegas Blvd (330)	Civic Center (654)	Lake Mead (329)
2000	26300	21800	37000
2001	27000	22000	35000
2002	26000	22000	34000
2003	25700	22400	38000
2004	27900	24300	41000
2005	25900	25000	41000
2006	25700	23800	42000
2007	25000	22000	40000
2008	23000	22000	40000
2009	24000	24000	30000

Annual Average Traffic Counts therefore have actually decreased somewhat along Las Vegas Boulevard North for the overall timeframe of 2000-2009. Traffic

counts have increased over this timeframe along Civic Center Drive; and traffic counts have decreased over this timeframe along Lake Mead Boulevard.

Foot Traffic: Approximately 12,000 to 15,000 people visit the North Las Vegas City Hall per month to pay their utility bills and to process documentation for Business Licensing. This number is expected to increase due to the centralization of all development services at the New City Hall. The amount of foot traffic is expected to continue in the future. Additionally, approximately 309 City employees are expected to work out of the New City Hall. The City of North Las Vegas operates typically from Monday through Thursday, and therefore does not operate on Fridays, Saturday, Sundays, and Holidays. The table below calculates the projected daily foot traffic within the new city hall.

Projected Foot Traffic	
Traffic from Outside	Persons per Month 12,000-15,000 Person per Day 692 – 865 *
Employee Traffic	Persons Per Month 5,355 **
	Person per Day 309
Totals	17,355-20,355 1,001-1,174

* Roughly based on 17.33 work days per month

** If all 309 Employees come to City Hall each work day

It is noted that there is a bus stop along Las Vegas Boulevard near the City Hall, which may attract additional potential customers for the retail spaces.

The following provisions, Section 1.3 (i) – 1.3(z), will be incorporated in the resultant Tenant’s lease with the City. This is not an exhaustive list of the terms that will be included in the lease, however, compliance with Section 1.3(i) - 1.3(z) is required for the award of this RFP.

(i) Insurance

Insurance and Indemnifications Requirements: At all times during the Term of the Lease(s), Tenant, at its own expense, shall maintain the following insurance coverage’s:

- 1. Commercial General Liability**, including product liability, loss of business, food contamination and fire damage on a special perils type policy. Written on an occurrence basis, insuring against claims for bodily and personal injury, death and property damage

occurring in connection with the use and occupancy of the of the Premises by Tenant and shall name Landlord as an additional insured. The coverage afforded the additional insured's under the Tenant's policy shall be primary insurance. Commercial general Liability Insurance shall afford a limit of at least \$1,000,000 for each occurrence and at least \$2,000,000 General Aggregate. Defense costs shall be provided and shall be in addition to the limits required.

2. **Workers Compensation Insurance.** Tenant shall provide Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage.
3. **Property Insurance.** Insurance against all risks of physical loss for the full value of all personal property and leasehold improvements of Tenant within or outside the Premises and covering at least twelve (12) months of loss income, continuing expenses and extra expenses.
4. **Environmental Liability Insurance.** Environmental liability insurance for environmental damage to the Premises as well as bodily injury or property damage liability arising out of an environmental event with City of North Las Vegas as additional insured on a primary basis.

Tenant must provide the required insurance documentation to the City. Lease execution is conditional on verification by the City Clerk's Office of North Las Vegas that all insurance requirements have been met and copies provided to the City Clerk's office. All policy certificated and endorsements are requested to be signed by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificated must identify the contract number and the contract description. The Tenant shall maintain coverage for the duration of Lease, and any renewal periods if applicable. The Tenant shall annually supply the City Clerk's Office all required Certificate of insurance "with Additionally Insured requirement" as evidence that all insurance requirements have been met. The Tenant or insurance carrier shall provide the City of North Las Vegas with a 30 day advance notice of policy modification, cancellation or erosions of insurance limits, sent by certified mail "return receipt requested.

Submit certificates of Insurance to:

City Clerk's Office
City of North Las Vegas
2200 Civic Center Drive
North Las Vegas, Nevada 89030
Attention: Karen Storms

A certified, true and exact copy of each of the project with specific insurance policies (including renewal policies) shall be provided to the City of North Las Vegas if requested.

The City of North Las Vegas, its officers and employees shall be named as additionally insured's and such notation shall appear on the certificate of insurance furnished by the Tenant's insurance carrier. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City of North Las Vegas requires insurance carriers to maintain a Best's Key rating of A VII or higher. The adequacy of the insurance supplied by the Tenant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City of North Las Vegas.

All deductible and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City of North Las Vegas.

Tenant shall protect, indemnify and hold City of North Las Vegas and its elected officials, employees, contractors and agents (collectively the "Indemnities") harmless from any and all claims, liabilities, damages, losses, suits actions, decrees and judgments including attorney fees, court costs, or other expenses of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnities as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Tenant or its officers, employees, agents, subcontractors, suppliers, volunteers, agents or anyone who is directly or indirectly employed by or is acting in concert with the Tenant or its officers, employees, agents, subcontractors, suppliers, volunteers, or agents in the performance of this Lease.

It is expressly agreed that the Tenant shall defend the Indemnities against the Claims and in the event that the tenant fails to do so, City of North Las Vegas shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to Tenant.

(j) Rent: The Rent proposed in the bid submittal may include an annual increase of no more than two percent (2%) with such increase to take effect on each anniversary date of the Commencement Date, including any renewals of the Lease beyond the initial five (5) year term.

The Rent for any calendar month, if not paid by the fifth (5th) day of that month is subject to a five (5%) percent late charge, which must be included in the rent payment and marked as a late payment.

Late payments and fees will be calculated in the next month(s) rent unless paid.

(k) Tenant Paid Expenses: CAM's charges shall specifically exclude Tenant's insurance, phone, cable and internet services, janitorial, security service and electricity expenses for the Premises that are to be paid directly and in a timely fashion by the Tenant to the City and/or vendors providing the services. Tenant shall be responsible for the electric sub-meter, including any additional electrical system capacity required by the Tenant, at its sole cost and expense. Security supplied by Tenant shall include, but not necessarily be limited to, contracted alarm company services.

(l) Common Area Maintenance and Utility Charges. Tenant's CAM charges, starting from the Commencement Date, will be included as a flat rate in the Tenant's monthly rent. Tenant shall have the right to audit Landlord's records as they relate to the CAM Charges upon written request to Landlord. The CAM charges shall include reasonable costs directly incurred by the landlord in the operation, maintenance and upkeep of the Premises, including, without limitation; HVA, water, sewer, fire/fire safety, storefront glass, property taxes, and building maintenance costs directly associated with the premises.

(m) Use of Premises: Tenant agrees to use the Premises solely for the purposes of conducting routine business practices associated with the operation of a NON-food retail business as more fully described in the Operations Plan, attached hereto as Exhibit D and incorporated herein by this reference. Tenant shall not use or permit the premises to be used for any purpose other than as described in the Operations Plan, without the written consent of Landlord, which may be withheld for any or no reason.

(n) Applicable laws, Waste, and Nuisance. Tenant covenants and agrees that Tenant:

1. Will not use or suffer or permit any person or persons to use the Premises, or any part thereof for conducting activity not authorized in this Lease;
2. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority have jurisdiction over the Premises.
3. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all

health and police regulations; and

4. Will not suffer, permit or commit any nuisance or waste on the Premises.

(o) Alteration, Additions and Improvements: At any time during the Lease term, Tenant, subject to the prior written approval of Landlord and at the sole expense of Tenant, may make alterations, additions or improvements in and to the Premises. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Premises. All alterations, additions or improvements that may be erected or installed in or on the Premises shall become part thereof and the sole property of Tenant, except that all moveable fixtures that may be installed by tenant shall be and remain its property and shall not become the property of the Landlord if it is removed in a timely manner after abandonment or surrender of the premises.

(p) Payment of Taxes: Tenant shall be responsible for any leasehold improvement or personal property taxed assessed on the Premises. Tenant shall be responsible to pay any personal property taxes because of personal property brought upon or used by Tenant in connection with the use of the Premises and Tenant agrees to pay, and to indemnify Landlord related to any such leasehold improvement or personal property taxes that may be assessed. Landlord shall be responsible for all real property taxes.

(q) Compliance with the Law: Tenant shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements, and regulations of the City, County, State and Federal governments, including without limitations. OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict Tenant from contesting the validity of any such regulations, rule or ordinance, provided the Tenant indemnifies the Landlord to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

(r) Waiver of Subrogation: Tenant hereby waives, and Landlord hereby waives any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under the Lease, and the Tenant and Landlord each waive any right of subrogation that it might otherwise have against the other party.

(s) Surrender of Premises: Under expiration or other authorized termination of the Leases, Tenant shall surrender the Premises in the same condition as they were in at the commencement of the Lease except for additions, alterations or changes specifically authorized by Landlord and reasonable wear and tear, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Tenant as may be specified for removal by Landlord and shall repair any damage caused by such property or the removal thereof. If Tenant fails to remove such personal property and fixtures upon the expiration or other authorized termination of the Lease, the same shall be deemed abandoned and shall become the property of the Landlord.

(t) Holding Over. Any holding over by the Tenant, with the Landlord's consent, after the expiration of the Term or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice, at a negotiated rent to be paid in advance of the first day of each month. Such tenancy shall otherwise be on the terms herein specified to the extent possible.

(u) Sale of Premises. Landlord reserves the right at any time to sell, convey or otherwise transfer its interest in the New City Hall, or any portion of the New City Hall thereof.

(v) Damage or Destruction.

1. Tenant shall give prompt notice to Landlord in case of fire or accidents in or near the Premises.

2. If the Premises are partially damaged by fire or other casualty, Landlord shall repair such damage at its cost, subject to Tenant's option, and rent shall be abated according to the part of the Premises which remains unusable by Tenant until such repairs are completed.

3. If the premises are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Tenant's opinion, be repaired within 30 days after such damage or destruction give Landlord written notice thereof and the Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction, or Tenant may elect to repair and rebuild, in which event the Lease shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Tenant.

(w) Liens and Encumbrances: tenant agrees to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Landlord harmless there from. If any lien or other encumbrance is filed against the premises or any part thereof by reason of tenant's acts or omissions or

because of a claim against the Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice of Landlord. The failure of Tenant to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of the Lease.

(x) Assignment and Subletting. Tenant shall not transfer, assign, delegate, mortgage, or hypothecate the Lease. In whole or part, permit the use of the Premises by any person or persons other than Tenant, or sublet the Premises or any part thereof, without the prior written consent of Landlord in each instance. Any assignment, encumbrance or sublease contrary to the provisions of this section shall be null and void and constitute a breach by Tenant of the Lease.

(y) Breach, Default and Remedies. If either Party fails to perform or comply with any covenant, term or condition that the Lease requires said party to perform or comply with, the defaulting party shall have thirty (3) days after it received written notice of such default or breach within which to remove or cure said default or breach, except that such period in the case of Tenant's failure to pay rent in a timely fashion shall be fifteen (15) days after the date the rent payment is due. If a breach or default on the part of Tenant is not removed or cured within the applicable time limit set forth above, Landlord, may, in addition to any other remedy it may have under law or equity at its option, terminate the Lease or re-enter and re-take possession, with or without terminating the Lease. In the case of re-entry and re-taking possession, Landlord shall give Tenant reasonable notification so that arrangements for the removal of property can be made.

The remedies provided for in the Lease shall be cumulative and the exercise of any remedy by a party shall not be to the exclusion of any other remedy.

(z) No Partnership: Tenant does not by the Lease or this RFP, in any way or for any purpose, become a partner or joint venture of Landlord in conduct of its business or otherwise.

Other conditions may be included in the Lease. Please look for these after the pre-bid meeting.

2.0 INSTRUCTIONS TO PROPOSERS

2.1 General

(a) Proposals must be submitted no later than 2:00 p.m., Pacific Time on the date indicated on the RFP Cover Page. Late proposals will not be accepted and will be returned to the Proposer.

(b) Proposals must be submitted in a sealed envelope to the following address:

Office of the City Clerk
Attn: Ron Corbett, Purchasing Manager
RFP# 007-041 Retail Space Lease
2200 Civic Center Drive
North Las Vegas, Nevada 89030

The envelope must be clearly marked with the RFP Number and have the City Clerk's date/time stamp of receipt. Proposers will be solely responsible for the timely delivery of submitted proposals. Faxed proposals are not allowed and will not be considered.

(c) Proposal must be submitted in the exact format specified below in Paragraph 2.2 "Proposal Format". Failure to follow the format instructions may result in a negative evaluation of the Proposer's proposal.

(d) Proposers assume all costs associated with the submission of a proposal including any potential negotiation or interview costs.

(e) Offers must be valid for a minimum of 180 days.

(f) If it becomes necessary to revise any part of this RFP, a written Addendum will be provided to all Prospective Proposers by Purchasing through www.Demandstar.com, www.bidsync.com and or the City's website www.cityofnorthlasvegas.com. The City is not bound by any revisions to this RFP by City Staff unless such revision or clarification is provided to Prospective Proposers in writing in the form of an Addendum from the Purchasing Department.

2.2 Proposal Format

(a) Submit the entire proposal on standard 8-1/2" x 11" paper size, except for any plan pages which must be larger to allow for legibility, with tabbed dividers labeled by section to correspond with the specific sections listed in 2.3 "Proposal Content".

(b) Submit one original, seven hard copies and one electronic copy of the proposal. The original must be unbound, have no holes punched in the pages, and be suitable for processing through a copying machine without causing a paper jam. As part of the City's sustainability initiative, the copies are not to be assembled with spiral binding and should be

submitted on 2-sided copies. The electronic copy should be submitted in Adobe Portable Document Format (PDF) on a compact disk or flash drive.

2.3 Proposal Content

Section 1- Introduction

- (a)** Provide a cover letter of no more than two pages, including a brief Executive summary of your proposal.
- (b)** Execute Form A “Offer Statement and Business Information” to include the following:

An individual authorized to bind the Proposer must sign and date the Offer Statement.

Name and Phone number of the representative authorized to negotiate on behalf of the Proposer and answer questions regarding the proposal.

Acknowledgement of any RFP Addenda.

- (c)** Execute Form B “Disclosure of Ownership/Principals
- (d)** Include Proposal Pricing of Square Footage for each unit.

Section 2 – Operations Plan

In this section, the Proposer is to provide an approach to satisfy the requirements set forth in this RFP. As part of the work plan, the Proposal should include at a minimum:

- (a)** An overview of the type of non-food retail business to be operated, products and services provided, daily hours of operation, delivery services (if any) and price point of average sales.
- (b)** A demonstration of the financial feasibility of the proposed non-food retail business including detailed relocation or start-up costs, projected revenues and operating costs for a minimum of two years, and an explanation /justification for all assumption made in these calculations.
- (c)** If the non-food retail business is operated pursuant to a franchise agreement, supply a copy of the executed agreement, including the term of the agreement and information on the financing of the franchise purchase.

(d) A thorough and detailed business plan for the non-food retail business. Including at a minimum: prospective inventory, hours of operation, staffing plan, janitorial plan, security plan, marketing plan, and a quality assurance plan.

(e) A list of fixed improvements, trade fixtures, and personal property inventory for use in the non-food retail space.

(f) A conceptual drawing of the proposed use of the space.

(g) A timeline for construction of all tenant improvements, and commencement dates of operation of the non-food retail space.

Section 3 - Qualifications and Experience

Include, at a minimum the following information:

(a) Proposer's Experience: Proposer shall submit its complete operational history and experience based on the retail concept and operation it is proposing, including but not limited to: locations of existing stores, corporate and/or franchise agreements and license agreements authorizing Tenant to operate under a proposed brand.

(b) Joint Venture/Partnership: If the non-food retail space is operated through an affiliation or joint venture of two or more firms, provide the names and addresses of those firms, including the roles and responsibilities for each partner. Additionally, for each affiliated firm or joint venture participant, the information regarding experience and qualifications described in (a) above, must be provided.

(c) Key Personnel Experience: Designate the individual who would be assigned as the general manager for the Non-food Retail Space. Identify all key staff involved in tenant improvement and business planning, and all major executive or consultative staff members, and include current resumes. Highlight particularly applicable experience or skills.

(d) Legal Actions: List all legal actions, including parties and outcomes, to which the Proposer has been a part in the last five years.

(e) References: Provide the names of firms, telephone numbers, email addresses, and contact person(s) for at least three references with whom the Proposer has undertaken similar relationships, or who can otherwise speak to the Proposer's experience and capabilities. Ensure that the references have granted permission to be contacted by the City.

Section 4- Financial Capacity

A Proposer 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. Provide at a minimum:

(a) Business financial statements for the last three fiscal years and a current balance sheet. Financial statements must demonstrate capacity to finance improvements and operating costs for the business.

(b) If business financial statements for the last three fiscal years are not available, provide personal financial statements of owners/operator or partners for the same period, including personal income tax returns.

Section 5- Pricing

Base your best proposed space rental on the average City of North Las Vegas retail space rental averaging from 1.15 to 1.50 per square foot, multiplied by the GLA of the interior retail space (Unit 1, Map Item 132, 969 square feet), (Unit 2 Map Item 133, 531 square feet or Unit 3 Map Item 137 1539 square feet). Unit 1 and Unit 2 can be combined as a single unit if a Tenant requests.(Reference Attachment 1455.pdf) The Tenant shall pay its share of taxes, insurance, and Common Area Maintenance (CAM) NET/Net/Net at the rate of Ninety Cents (\$0.90) square foot per month, which includes HVAC, water, sewer, and trash services. Electric (sub-metered separately), security and janitorial shall be at the expense of the Tenant. These costs must be included and submitted in your bid proposal.

Brokers and Brokers Fees: The City is willing to consider a Broker's fee to a Tenant's Broker representative if Tenant's initial RFP response contains a letter disclosing such exclusive representation for the site. Fees shall be identified in the Tenant's proposal.

A Proposer 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. Pricing proposals will not be considered confidential.

Section 6- Exceptions to the RFP

In this section, list any exceptions taken to the RFP. It is intended that any resultant contract awarded will contain generally the same terms and conditions set forth in a Lease, (to be provided at a later date) under either an Addendum or Exhibit. Such exceptions will be taken into consideration during the evaluation

and may impact the evaluation results. If no exceptions are included in the RFP, the terms and conditions will not be subject to negotiations and shall be deemed accepted by the Successful Proposer.

2.4 Award Criteria

(a) The City is under no obligation to award a contract to a Proposer. The basis for any potential award would be a review and evaluation of the submitted proposals. The award would be made to the responsive and responsible Proposer whose proposal is most advantageous to the City, with price, quality and other factors considered. The City may award a contract with or without further discussions. Award of any Contract will only be made upon approval of the City Council. The City reserves the right to reject any and all proposals received.

(b) The principal criteria for award will be the following:

1. Experience and qualifications of the Proposer;
2. Suitability and brand strength of proposed retail operations;
3. Financial stability;
4. Well conceived Work Plan;
5. Best Total Pricing Proposal for the Rental Space

(c) The City reserves the right to consider any other factors when evaluating proposals, when such considerations serve the goals and interests of the City.

(d) Evaluation of proposals and recommendation of award will be performed by an Evaluation Team made up of City employees who have no personal interest in the lease.

2.5 Inquires

(a) The designated Purchasing Representatives for this RFP are Ron Corbett, Purchasing Manager (702) 633-2814 or fax to (702) 669-3328 and Tony Esguerra, Assistant Purchasing Manager (702- 633-1460 X 3646). Proposers shall initiate all contact with the City through these designated Purchasing staff during the period beginning with the issuance of the RFP and ending with the award of the Contract or the termination of this RFP if no Contract is awarded. This will ensure all issues are appropriately coordinated and that all Prospective Proposers are afforded equal treatment. Communication between the Prospective Proposers and any non-designated City contact regarding the selection of a Proposer is prohibited from the time the RFP is advertised until a resulting contract is recommended for award. Failure of a Proposer or any of its representatives to comply with this paragraph may result in its proposal being rejected.

(b) Proposers should thoroughly review the RFP and submit written questions by facsimile or e-mail to the designated Purchasing Representative no later than close of business on the day designated on the Cover page. The City will distribute responses to questions by RFP Addendum to all Prospective Proposers via automatic notifications of Addenda from www.Demandstar.com , www.Bidsync.com or the City's Website www.cityofnorthlasvegas.com.

2.6 Presentations from Selected Finalists

After proposals are received by the City, an evaluation team may select from the pool of Proposers, a group of final Proposers to give a presentation in North Las Vega and/or may request further information from Proposers. Failure to provide requested information or a presentation may eliminate a Proposer from further consideration. All costs associated with providing a presentation shall be the responsibility of the Proposer. Presentation may be in person, by video conference or teleconference.

2.7 Evaluation

(a) This request of proposals (RFP) is subject to the restrictions set forth in Chapter 332 of the NRS, which address the conduct of evaluators and bidder (Proposers), as well as the protection of information associated with the RFP process. Proposers may review the pertinent statutes (NRS 332.025, NRS 332.061, NRS 332.800, NRS 332.810, NRS 332.820) at <http://leg.state.nv.us/law1.cfm>.

(b) The NRS definition of "evaluator" extends beyond individuals actually reviewing proposals. NRS 332.025 provides the following definition. "Evaluator" means an authorized representative, officer, employee representative, agent, consultant or member of a governing body who has participated in (i) the evaluation of bids (proposals), (ii) negotiations by a local government or (iii) the review or approval of the award, modification, or extension of a contract.

(c) A committee will conduct an evaluation of timely received proposals. Each proposal evaluator must certify that they have read NRS Chapter 332 restrictions on "evaluators" and "bidders" (proposers), that they will abide by the restrictions during and after the evaluation, and that they have no direct or indirect personal interest in the award of any potential contract. Violation of certain of these restrictions is a misdemeanor and a violator may be subject to prosecution to the fullest extent permitted by law.

(d) NRS 332.810 prohibits bidders (Proposers) from: (i) making certain offers of employment or business opportunities to an evaluator, or member of the governing body, and (iii) soliciting or obtaining any proprietary information

regarding the contract from an officer, employee, or member of the governing body. Violation of these restrictions is a gross misdemeanor and a violator may be subject to prosecution to the fullest extent permitted by law.

(e) Pursuant to NRS 332.820, evidence of agreement or collusion among prospective proposers, and Proposers acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such Proposers void.

(f) Advance disclosure of any information to any Prospective Proposer which would give that Prospective Proposer any advantage over any other Prospective Proposer would operate to void all proposals received in response to the RFP.

(g) Proposers are reminded that the RFP Paragraph 2.5 (inquires) has established the designated Purchasing Manager or his designated Representative as the point of contact during the solicitation, evaluation and the award processes.

2.8 Protest – Requests for Proposals

(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 (“Protest”) with the City regarding the awarding of the resulting contract; provided, the person (“Protestor”) 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 proposals. Consideration of any such Protest will be limited to a discussion of the Protestor’s proposal, 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 attention of the City’s Purchasing Manager, within five business days after the bid opening.

(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 Proposal 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 of all the issues being protested, the underlying specific provisions (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 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 decisions 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 (hereinafter the "Protest Security") made payable to the City. The amount of the Protest Security shall be Two Hundred Fifty Thousand Dollars (\$250,000). The Purchasing 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 Manger will review the Protest with City representatives and, if the Protest is not resolved by mutual agreement, will render a written determination within ten calendar days thereof, unless the nature and complexity of the Protest requires additional time. In lieu of deciding the Protest, the Purchasing Manager may: (i) forward the Protest directly to the Administration Services Director, or (ii) forward the request directly to the City Council for a determination.

(h) The decision of the Purchasing Manager may be appealed provided the Protester delivers written notice thereof to the Purchasing Manager within three business days of receipt by the Protester of the Purchasing Manager's written determination. Upon receipt of the written notice of appeal, the Purchasing Manager may forward the appeal to the Administrative Services Director, or directly to the City Council, whichever is determined to be in the best interests of the City.

(i) Upon receipt of the appeal, the Administrative Services Director will review the Protest and issue a written determination within ten calendar days thereof,

unless the nature and complexity of the Project requires additional time. If the Protester is not satisfied with the Administrative Services Director's decision, an appeal may be made to the City Council, provided a written request is received by the Purchasing Manager within three business days of receipt by the Protester of the Administrative Services Director 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 30 calendar days of the decision after deducting 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 Protestor.

(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.

(o) The City, as administrator of the Request for Proposals and a resulting contract on behalf of the City, is the sole and final forum for submission of Protests.

FORM B- 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 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

Contracting Entities seeking to enter into certain contracts with the City of North Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instruction

The disclosure required 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, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

Block 1 – Contracting Entity	Block 2- Description Subject Matter of Contract
Name	New City Hall Retail Lease
Address	
City Telephone	
EIN or DUNS	RFP# 007-041
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	

**CERTIFICATE- DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 – Disclosure of Ownership and Principals

In this 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 Ownership/Principals –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 \$ 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 _____, 2011

Notary Public

EXHIBIT "A"

SITE MAP

**THE SITE MAP, PARCEL MAP, AERIAL PHOTOGRAPH and
ALL PICTURES OF THE SUBJECT PHOTOGRAPHS
Provided by Kent Appraisal Services**

EXHIBIT "B"

FLOOR PLAN

**CITY OF NORTH LAS VEGAS
NEW CITY HALL AND CIVIC PLAZA
LEVEL 1 - RETAIL SPACES**

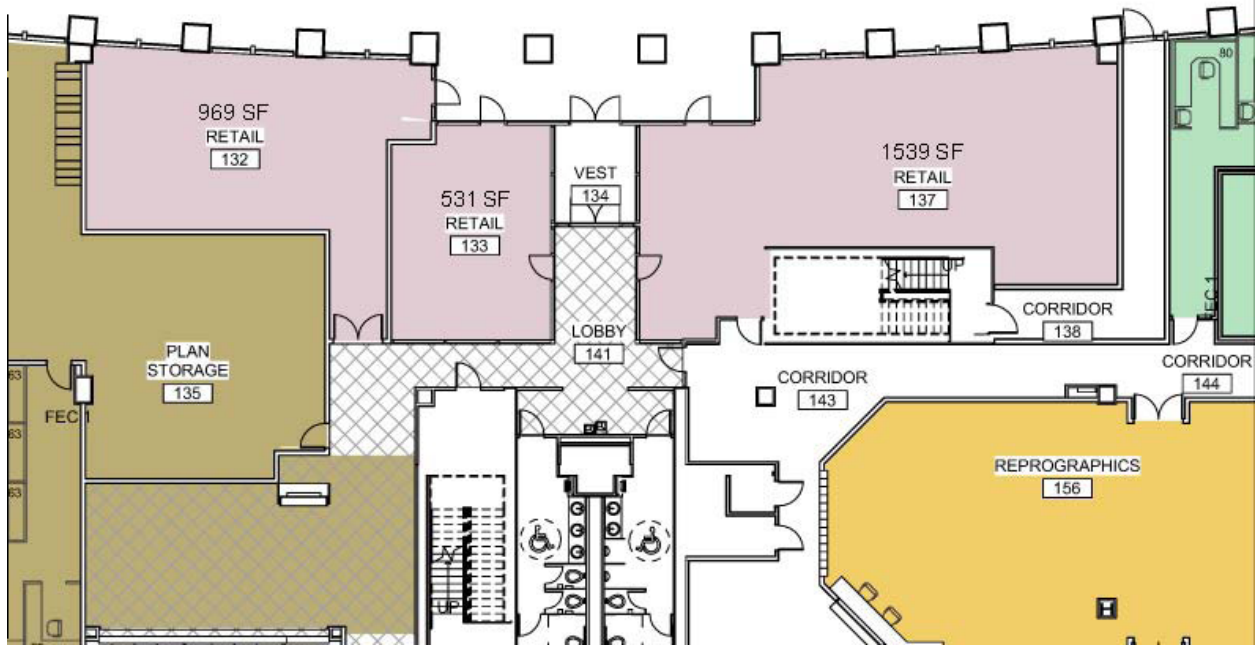


EXHIBIT "C"

SIGNAGE PLAN

(Refer to Section 1.3 Description of Premises, e.)

EXHIBIT "D"

OPERATIONS PLAN
(Refer to 2.3 Proposal Content, Section 2)

EXHIBIT "E"

DISCLOSURE OF PRINCIPALS
Use Form B Certificate included in RFP document, Blocks 1-4

The following documents are provided by Kent Appraisal Services