

Mayor  
**Shari L. Buck**

Acting City Manager  
**Maryann Ustick**

Council Members  
**Robert L. Eliason**  
**Anita G. Wood**  
**Pamela A. Goynes-Brown**  
**Wade W. Wagner**



**Administrative Services–Purchasing/Contracts/Risk Management–Al Noyola Acting Director**  
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August 18, 2011

**CITY OF NORTH LAS VEGAS**  
**RFP 007-047 MOVING SERVICES TO 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., Thursday, September 1, 2011** and will be publicly opened and read shortly thereafter in the City of North Las Vegas City Council Chambers at the above address in City Hall.

**A MANDATORY Pre-Proposal Conference will be held on Wednesday, August 24, 2011 at 9:00 a.m.** in the City of North Las Vegas City Council Chambers located inside 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. Immediately following the Pre-Proposal Conference there will be a **MANDATORY SITE VISIT**. Attendees should have submitted their questions and/or concerns by mail to Renee' Swanson Buyer, 2200 Civic Center Drive, North Las Vegas, NV 89030 or by e-mail to [swansonr@cityofnorthlasvegas.com](mailto:swansonr@cityofnorthlasvegas.com) prior to ***the cut off for questions and answers of Friday, August 26, 2011 at 12:00 p.m. Pacific Standard Time.***

**A MANDATORY SITE VISIT will be held on Wednesday August 24, 2011.** If your company does not have a representative in attendance and does not complete the site visit your proposal will not be accepted. The site visit will start at 10:15 a.m. and complete at 2:15 p.m.

Proposal documents may be accessed at the Purchasing/Risk Management Web page [www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com), or [www.demandstar.com](http://www.demandstar.com) or [www.bidsync.com](http://www.bidsync.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, which are the most responsive and responsible.

**KAREN STORMS, CMC**  
**CITY CLERK**

**Advertised Las Vegas Review Journal**  
**AUGUST 18, 2011**

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GENERAL PROVISIONS**

**1. 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.

**2. 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.

**3. 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.

**4. LABELING OF PROPOSALS:**

All proposals must be submitted in a sealed envelope plainly marked, "RFP NO. 007-047 Moving Services to New City Hall" 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.

**5. EXPLANATION TO RESPONDENT:**

Any explanations desired by RESPONDENT regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach them before submission of their proposals. Oral explanations given before the award of the contract will not be binding. Any written interpretation made will be furnished to all respondents and its receipt by the RESPONDENT will be acknowledged.

Interpretation of the meaning of the plans, specifications or other pre-proposal documents will not be binding if presented to any RESPONDENT orally. Every request for such interpretation should be in writing addressed to Renee' Swanson, Buyer, [swansonr@cityofnorthlasvegas.com](mailto:swansonr@cityofnorthlasvegas.com) or ATTN: Renee' Swanson, City of North Las Vegas, 2200 Civic Center Drive, North Las Vegas, NV 89030. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of written addenda to the specifications which, if issued, will be mailed to all known perspective RESPONDENTS. Failure of any RESPONDENT to receive any such addendum or interpretation shall not relieve such RESPONDENT from any obligation under this proposal as submitted. All addenda so issued shall become part of the Contract Documents.

**6. METHOD OF EVALUATION AND AWARD:**

The evaluation criteria and maximum points per category are explained under the Evaluation Criteria under Scope of Work, SECTION 5. Please prepare your proposal according to the appropriate Sections and your proposal will be evaluated accordingly.

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**7. 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 RESPONDENT for all purposes and no agency, either expressed or implied, exists.

**8. AWARD OPTIONS:**

The City of North Las Vegas will award this RFP based on the Respondent who submits the lowest, responsive, responsible proposal.

**9. CONDITIONS OF PROPOSAL SUBMITTAL:**

- A. RFP 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. You must submit one original and two copies of your proposal.

**10. 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 **comply with NRS 332.068** and 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.

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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.

**11. LICENSES:**

All RESPONDENTS must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of proposals for this project. ***Upon award the successful respondent must have a North Las Vegas Business License.***

**12. 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 RESPONDENT'S, their authorized agents and public are invited to be present.

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

**13. TERMS OF THE AGREEMENT:**

The term of the initial contract is valid upon award by the City Council until the project is completed or November 22, 2011 upon mutual agreement of the City and the RESPONDENT.

**14. INSURANCE:**

Prior to the commencement of the Contract, the successful RESPONDENT must provide the City of North Las Vegas properly executed Certificates of Insurance, which shall clearly evidence all insurance required by the City, including a policy or certificate of protective liability insurance in which the City shall be the named insured or be named as an additional insured. In compliance with this provision, the RESPONDENT may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. 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. Such insurance will be the primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after 30 days written notice has been given and approved in writing to the City Attorney.

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

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Aggregate of \$2,000,000

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided 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 RESPONDENT shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

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.

**15. WORKER'S COMPENSATION INSURANCE:**

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

**16. INDEMNITY:**

The successful RESPONDENT agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims arising out of or related to the respondent's performance on this project.

**17. PROVISIONS PROVIDED BY LAW:**

Each and every provision and clause required by law to be inserted in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract forthwith shall be physically amended to make such insertion or correction.

The RESPONDENT'S attention is directed to the fact that all applicable City, County, State and Federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

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**18. 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.

**19. CANCELLATION OF CONTRACT:**

The CITY 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 CITY.

**20. TERMINATION FOR CONVENIENCE:**

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the RESPONDENT, specifying the extent and effective date of the termination. On the effective date of the termination, the successful respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful respondent shall submit a written request for incurred costs for services performed through the date of termination within 30 days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful respondent that is, thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful respondent.

**21. TAXES:**

The City is exempt from State, retail and Federal Excise Tax. The proposal price must be net, exclusive of taxes.

**22. EXCEPTIONS:**

Each respondent will list on a separate sheet of paper any exceptions to specifications and attach it to their proposal.

**23. FISCAL FUNDING OUT CLAUSE:**

In the event the City of North Las Vegas fails to appropriate funds for the performance of this contract, this contract will terminate once the existing funds have been exhausted.

**24. LIMITATION OF FUNDING:**

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

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**25. ESCALATION:**

Prices may not be increased. The price submitted in your proposal must remain firm throughout this project.

**26. CHANGES – FIXED PRICE SERVICES:**

(a) Only Key Personnel listed in 29B may at any time, and only by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract. **No changes shall be allowed unless prior written approval by one of the Key Personnel (listed in 29B) and if necessary, approval by the City Manager.** If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract in any one or more of the following:

- (i) Description of services to be performed:
- (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
- (iii) Place of performance of the services.

**27. AUDIT OF RECORDS:**

(a) The successful respondent agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of three (3) years after completion of this contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful respondent goes out of existence, the successful respondent shall turn over to the City all of its records relating to this Contract to be retained by the City for the required period of time. The successful respondent agrees to give the City access to records immediately upon request.

(b) The successful respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the City desires concerning successful respondent's operation hereunder at the City's discretion. The successful respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City of North Las Vegas as designated by the City. If the City or the City's designated representative(s) find that the records and books delivered by the successful

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respondent are incomplete, the successful respondent agrees to pay the City or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

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

**28. INDEPENDENT CONTRACTOR:**

In the performance of services under this Contract, the successful respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. **No Sub-Contractor's are allowed under this agreement.** The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees. Nothing contained in this contract or awarded by the Company shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

**29. KEY PERSONNEL:**

The successful respondent is solely responsible for the supervision and control of successful respondent's staff performing work under this Contract; however, the City of North Las Vegas reserves the right to request removal from the premises of any successful respondent "on site" staff personnel for just cause, and the successful respondent shall take reasonable action to comply with the request.

- (a) Upon award of the agreement a listing of all personnel shall be submitted and included as part of the executed agreement.

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- (b) The Key Personnel for the City of North Las Vegas are Skip Grey, Assistant Director for Administrative Services, and John D'Onofrio, Building Manager for the City of North Las Vegas.
- (c) The City of North Las Vegas has hired a move coordinator, Move Plan and the Awarded Contractor will work with the representative to coordinate all aspects of this move.

**30. PUBLIC RECORDS:**

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

**31. MANDATORY SITE VISIT:**

The City of North Las Vegas will conduct a site visit to each building on Wednesday, August 24, 2011. **This site visit will be MANDATORY in order for your company to submit a proposal on this project.** If your company does not have a representative in attendance and does not complete the site visit your proposal will not be accepted. **The schedule for the site visit is:**

**10:15 a.m. – 11:15 a.m.**

- ✓ **2200 Civic Center Drive, North Las Vegas, NV 89030**

**11:15 a.m. – 12:00 p.m.**

- ✓ **1301 E. Lake Mead Blvd, North Las Vegas, NV 89030**

**12:15 p.m.-1:15 p.m.**

- ✓ **2290 McDaniel Street, Suite 2B, North Las Vegas, NV 89030**

**1:15 p.m.-2:15 p.m.**

- ✓ **2250 North Las Vegas Blvd, North Las Vegas, NV 89030**

**No alternative dates or times will be provided for the site visit. Non-attendance will disqualify you from submitting a proposal.**

**33. INTERVIEWS:**

Finalists may be required to attend a short interview where they will be expected to discuss their proposal with the City of Las Vegas and the City of North Las Vegas' move coordinator and answer questions or clarify any items so deemed necessary. Attendees must include nominated Project Director (who will be responsible for the overall delivery of the project) and the nominated Project Manager (who will be responsible for the day-to-day management of the project). Interviews may take place the week of 9/5/11.

**The cutoff date for any questions regarding this project is: Friday, August 26th, 2011 at 12:00 p.m. PACIFIC STANDARD TIME. Any questions beyond this cut off time will not be answered.**

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SCOPE OF WORK**

**1. Background:**

The City of North Las Vegas intends to execute a contract with the lowest responsible, responsible vendor for the transportation and related moving services of all City of North Las Vegas property from their current location to the new City Hall. The City of North Las Vegas has hired a move coordinator, Move Plan. The successful vendor will coordinate the move with the Move Plan Representative, Vanessa Manipon

**2. Scope of Work/Service:**

- 2.1 The relocation of approximately 250 employees, including personal belongings, IT equipment, furniture, filing and general office equipment.
- 2.2 Packing and unpacking of all files and equipment, including file storage and IT storage rooms as per site visit.
  - Estimated 2000 Linear Feet of filing/storage
- 2.3 Dismantling, packing, moving and reassembling furniture, file shelving and cabinets. Section 5 estimates all special equipment to move.
- 2.4 The disconnect and reconnect of all desktop PC equipment including components.
- 2.5 The packing, protection, and safe relocation of artwork.
  - Estimated 50 pieces of wall hung art
- 2.6 The rental, delivery, and collection of plastic moving crates. An estimated four crates per person for a total of 1000. Dollies should be provided at a 3:1 ratio.

**3. Proposed Move Timing Schedule:**

***The specific dates and/or sequencing for the scheduled activities presented herein may change after contract award. The awarded Contractor should price all services based on the time frames outlined in this request for proposal.***

- 3.1 The move is scheduled to take place over two phases.

**Phase 1:** Move IT equipment, furniture, and personal contents from

- 1301 E. Lake Mead Blvd, North Las Vegas, NV 89030
- 2290 McDaniel Street, Suite 2B, North Las Vegas, NV 89030

**Phase 2:** Move IT equipment, furniture, and personal contents from

- 2200 Civic Center Drive, North Las Vegas, NV 89030

- 3.2 Below are the general assumptions for a typical move. Information provided in this section is for guidance only at this time. Moves may take place over weekends and public holidays; the Awarded Contractor should ensure that its employees are available at such times if required.

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Approximate Time	Activity
<b>Phase 1:</b>	
Monday, Nov 7	Crate delivery to all end users, Pre-move any furniture, shelves, HD storage, files
Tuesday, Nov 8	Pre-move any furniture, IT and storage room contents
Wednesday, Nov 9	Install racking, unpack storage rooms, Pre-move any furniture, shelves, HD storage, files
Thursday, Nov 10	Install racking, unpack storage rooms, Pre-move any furniture, shelves, HD storage, files
Friday, Nov 11	Move all personal contents, chairs, filing, furniture, and IT Desktops
Saturday, Nov 12	Move all personal contents, chairs, filing, furniture, and IT Desktops
Sunday, Nov 13	Move all personal contents, chairs, filing, furniture, and IT Desktops
Monday, Nov 14	Provide Day One support to all end users, collect empty crates
<b>Phase 2:</b>	
Monday, Nov 14	Pre-move any furniture, shelves, HD storage, files
Tuesday, Nov 15	Pre-move any furniture, IT and storage room contents
Wednesday, Nov 16	Install racking, unpack storage rooms, Pre-move any furniture, shelves, HD storage, files
Thursday, Nov 17	Install racking, unpack storage rooms, Pre-move any furniture, shelves, HD storage, files
Friday, Nov 18	Move all personal contents, chairs, filing, furniture, and IT Desktops
Saturday, Nov 19	Move all personal contents, chairs, filing, furniture, and IT Desktops
Sunday, Nov 20	Move all personal contents, chairs, filing, furniture, and IT Desktops
Monday, Nov 21	Provide Day One support to all end users, collect empty crates
Tuesday, Nov 15	Provide Day Two support to all end users, collect empty crates
Wednesday, Nov 16	Final Crate Collection and Reconciliation

**4. Relocation Details:**

**4.1 Labels and Coding**

**4.1.1** Locations on floors will be identified by either room number or position number; positions within each room may be further identified by letter code.

**4.1.2** Labels supplied by MovePlan will be fixed by CNLV personnel and MovePlan on items to be moved. Any item without a label will not be moved and items labeled with a label from another contractor will not be moved. Specific color codes will be agreed following appointment.

**4.1.3** MovePlan shall agree on an appropriate color coding system with the Awarded Contractor prior to the commencement of the move, supply the Awarded Contractor with a clear set of floor plans for the new premises, and arrange for additional copies for the new premises to be displayed on each appropriate floor.

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**4.1.4** MovePlan shall ensure that appropriate colored labels, supplied by MovePlan, are placed on all items to be moved by the Awarded Contractor prior to the move and that the destination is clearly marked on each label. In the case of equipment which is to be wrapped or packed by the Awarded Contractor, the Awarded Contractor shall place a duplicate label on each item after it is wrapped or packed.

**4.1.5** Crates should be placed on the floor, near desks and where possible, with labels facing front, off to the side, without obstructing access to desks, walkways, or storage. Where possible, full crates should not be stacked more than three high.

**4.2 Protection**

**4.2.1** All personal computers, computer terminals, printers, typewriters and other equipment will be handled with necessary care, transported on special padded carts or in special cartons or crates, to be provided by the Awarded Contractor and protected from inclement weather.

The Awarded Contractor will move all computer equipment and electronic equipment in trucks with special hydraulic, air-ride suspension that meet standard requirements for transporting electronic equipment.

**4.2.2** All floors, carpeting, doorways, corners, elevator corridors, etc. will be protected BEFORE any moving of items will be permitted.

**4.2.3** Clean masonite sections, or another approved covering as deemed acceptable by the landlord, will be furnished by the Awarded Contractor and used on all finished floor areas along the move route. The material must be at least 1/4" thick, 4'x8' sheets in elevator lobbies and corridors and 32" sheets through doors and in tenant spaces. All sections of masonite must be taped together to prohibit sliding.

**4.2.4** The Awarded Contractor is required to participate in a pre-move walk-through with representatives from CNLV and MovePlan. Existing damage will be identified and documented. All walls, door facings, elevator cabs and other areas along the move route will be inspected.

**4.2.5** The Awarded Contractor must provide and install protective coverings on all walls, door facings, elevator cabs and other areas that may be subject to damage. Protective covering may not be taped directly to the floor or painted or treated wall surfaces. Following the move, the Awarded Contractor is also required to participate in a post-move walkthrough at both the origin and destination to determine move-related damages.

**4.2.6** Wheels of dollies and carts will be free of grease.

In addition to the foregoing, the Awarded Contractor will abide by all rules of CNLV's and/or its Property Manager(s) and is responsible for obtaining such rules. The Awarded Contractor is responsible for damages caused by the move. The Awarded Contractor is responsible for site inspections including new space, pre-move punch list and loading dock inspections. The Awarded Contractor will confer with CNLV & MovePlan to work out details of protection, access, inspections, etc.

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**4.3 Planning Meetings**

Following appointment, a planning meeting will be held to discuss the move principles, arrangements, and coordination. Prior to each move, a briefing meeting will be held to discuss proposed arrangements for the move. As the move progresses, each briefing will be preceded by a de-briefing from the previous move.

**4.4 Management**

**4.4.1** Moving shall be under the overall supervision of the MovePlan project manager and their staff.

**4.4.2** The awarded Contractor shall ensure that a representative attends all pre-move planning meetings, foremen and crews are adequately briefed prior to moving, and that a management representative is on-site during the move.

**4.4.3** Prior to the awarded Contractor's employees leaving the work site, a MovePlan representative will confirm to the awarded Contractor foreman that all goods have been moved correctly. This will be done without prejudice to any claim CNLV may have for loss or damage to property.

**4.5 General Procedures**

The following topics will be established during the planning meetings:

- Communication between sites
- Move checkpoint meeting(s)
- Emergency and first aid procedures
- Health and safety concerns
- Catering and breaks
- Restroom facilities
- Post-move punch list procedure
- Damage reporting process

**4.6 Additional Contractors**

The activities of all contractors necessary to disconnect equipment, pack, move, unpack, reconnect, and test all equipment will be coordinated by MovePlan as precisely as possible prior to each move. However, cooperation between all contractors and CNLV staff is expected during moves.

**4.7 Materials**

**4.7.1** The awarded Contractor shall be responsible for the supply and, distribution, of all materials and equipment necessary to assist with the move and protection of items in transit. The awarded Contractor shall arrange for the delivery of crates to and collection from individual floors or offices as specified by CNLV. Empty crates shall not be stacked more than ten (10) high on delivery and must not obstruct any walkways.

**4.7.2** All crates will be supplied by the awarded Contractor for items to be removed by the awarded Contractor only. Crates with integral lids and seals will be required throughout and shall be clean and free of labels on delivery.

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**4.7.3** The awarded Contractor shall take away any such items no longer required by CNLV on completion of the move or on dates agreed with CNLV beforehand.

**4.7.4** The awarded Contractor shall also include the cost to deliver 10% of the total number of personal crates required for the whole project for two weeks duration versus one week (to cover holidays, sickness, etc.).

***The awarded Contractor shall be solely responsible for ensuring that all crates are retrieved from each site at the end of the move phase and the cost associated with any missing crates. The awarded Contractor is to confirm acceptance of this clause in their response.***

**4.7.5** The awarded Contractor shall be responsible for the supply and retrieval of specialist crates, packing materials and vehicles required for the safe transfer of unusual items, the cost for which shall be included in the overall fixed bid price.

#### **4.8 Furniture and Storage Units**

**4.8.1** Some furniture, including desks, file cabinets, conference room tables and some shelving will be relocated and will be viewed at the site walk through. All furniture to move will be labeled prior to the move. Preliminary special equipment inventory listed in Form D.

#### **4.9 Equipment**

**4.9.1** Equipment to be moved by the awarded Contractor includes but is not limited to the following:

- IT equipment: PCs, printers, keyboard, mice, monitors, and servers
  - Fax machines, photocopiers, mailroom equipment, and supplies
  - Office equipment including shredders, heat binders, binding and staple machines
  - Pantry and equipment and supplies, including dishes, plates, dry goods, microwaves, etc.
  - Telephone handsets and polycoms
- This list is not exhaustive

**4.9.2** It will be noted that the above equipment to be moved by the awarded Contractor will be unplugged, dismantled and otherwise made ready for moving by the awarded Contractor. The awarded Contractor will supply all necessary packaging, pack or wrap items as appropriate, move, position items according to floor plans, and take away packaging. In case of IT equipment, the equipment will be powered down before movement and must be bubble wrapped and placed in cartons or caged trolleys while in transit.

#### **4.10 Packing (Filing and Bulk Areas)**

The general principles regarding packing are as follows:

**4.10.1** CNLV personnel will pack and unpack all personal (pedestal) effects and owner specific filing using crates supplied beforehand by the awarded Contractor, except where specified otherwise.

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**4.10.2** The awarded Contractor will pack and unpack, under supervision, common records and general file/records rooms, and common materials, and departmental filing.

**4.10.3** The awarded Contractor will pack and unpack all delicate items that are deemed CNLV property. Personal items will be moved by the owner.

**4.11 Other Items**

- Safes and/or fire proof cabinets that need to be moved by the awarded Contractor will be viewed during the site visit.
- Wall-mounted notice/whiteboards that require removal will be dismantled, labeled, and moved by the awarded Contractor. Hanging at the new facility will not be required.
- Plants will not be moved.

**4.12 Employees**

**4.12.1** The awarded Contractor shall be wholly responsible for the actions or omissions of any person or persons including, without limitation, sub-contractors, employed or utilized by the awarded Contractor for the move and the awarded Contractor shall ensure that all sub-contractors comply with the terms of this contract as if they were named herein as “the awarded Contractor”.

**4.12.2** The awarded Contractor shall:

- Obey the reasonable instructions of the CNLV move coordinator MovePlan Representative and other authorized representatives of CNLV in relation to the move.
- Carry out the move in an orderly, efficient and business-like manner. (Limit personal cell phone use in occupied areas).
- Ensure that all persons employed are efficient, sober, honest, and fit.
- Ensure that its personnel engaged in carrying out the move conduct themselves in a polite and courteous manner.
- Immediately remove from CNLV’s premises any person employed by the awarded Contractor who is negligent or guilty of misconduct.

**4.13 Health and Safety**

**4.13.1** The awarded Contractor shall comply with all current safety, health, welfare, fire and transport legislation and regulations appertaining to staff transport and equipment engaged on the move, as well as with any of CNLV’s safety and other state/federal procedural requirements.

**4.14 Access**

**4.14.1** The awarded Contractor shall make any necessary arrangements with the appropriate authorities to obtain vehicular access to premises during the move, and the associated costs are to be included in the bid.

**4.14.2** CNLV’s move coordinator (MovePlan) shall be responsible for ensuring that the awarded Contractor is able to gain access into buildings at the times

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agreed and CNLV move coordinator (MovePlan) shall liaise with the Awarded Contractor if other contractors need to gain access to buildings during the move.

**4.14.3** CNLV and/or the Landlord shall be responsible for the availability, maintenance, and working of designated freight elevators to be used by the awarded Contractor at specified times during the move. In event of mechanical, electrical or other failure of such designated elevators, or in the event that designated elevators are unavailable for some other reason, CNLV shall endeavor to return them to use by the awarded Contractor as soon as practicable. In either event, while designated elevators are unavailable to the awarded Contractor personnel shall use other means available to continue with the move, including stairs.

**4.15 Security**

**4.15.1** The awarded Contractor shall supply all names of staff 48 hours in advance of any shift.

**4.15.2** The awarded Contractor shall ensure that all employees agents and sub-contractors wear the awarded Contractor's uniform at all times during the move.

**4.15.3** The awarded Contractor shall ensure that all employees' agents and sub-contractors wear a clear photographic identification pass, supplied by the awarded Contractor, at all times during the move.

**4.15.4** The awarded Contractor shall adhere to any reasonable request by CNLV or the CNLV move coordinator MovePlan Representative concerning security including, if required, that nominated CNLV or CNLV move coordinator MovePlan personnel ride in awarded Contractor's vehicles.

**4.16 Meals and Breaks**

**4.16.1** Breaks will only be taken at specified times agreed between the awarded Contractor and CNLV or the CNLV move coordinator MovePlan Representative.

**4.16.2** Food or drink may be consumed in designated break areas of CNLV's premises with the consent of CNLV management on site.

**4.16.3** Smoking is not permitted in any of the buildings. Smoking is not permitted while loading/unloading vehicles.

**4.17 Licenses and Permits**

The awarded Contractor will be responsible for any and all licenses and permits required as part of the move.

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- 5. Evaluation Criteria Maximum Points available for the Evaluation Process are 200 points.**

**A response to this section must be fully completed in the requested format and returned as part of your proposal submission.**

**Section 1 – Pass/Fail on the items listed below (No points awarded on this section):**

**5.1.1 Executive Summary:**

Please provide a clear summary of your proposal and methodology that is to be easily understood by members of the evaluation panel.

**5.1.2 Management:**

Please provide details of your proposed on-site team, to include full time supervisors for each service at both the send and received sites during the moves and the Project Manager and/or the on-site Move Manager responsible for the all the moves. This should include a structure chart, individual resumes, and previous experience with moving Corporate Headquarters of similar size.

**5.1.3 Training and Competency:**

Please provide the specific training tools you use to ensure that your employees are trained and competent to carry out their duties.

**5.1.4 Certificate of Insurance:**

Please provide a copy of your insurance with the bid submission. Upon successful appointment, copies will be provided to all necessary parties, as described in General Provisions, Item 14.

**Section 2 – Weighted Items to be scored by appropriate range of numbers:**

**5.2.1 RESOURCE AND COMPLETION SCHEDULES (TIMES ON SITE) (Maximum Possible 20 points):**

Please complete a resource & activity schedule, indicating your proposed days and times on-site and crew numbers. Please outline the specific activities to be undertaken and the timing for each.

**5.2.2 Method Statement for IT Equipment (Maximum Possible 15 points):**

Please provide a full, project-specific method statement to cover the relocation of all IT equipment, including servers.

**5.2.3 VEHICLES (Maximum Possible 10 points):**

Please provide proposed vehicle details, including number of vehicle loads (state size of vehicle) to complete the move.

**5.2.4 DOWNTIME (Maximum Possible 5 points):**

Please confirm if there will be downtime between shifts and, if yes, how long this will be.

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**5.2.5 PERCEIVED DIFFICULTIES (Maximum Possible 15 points):**

Please indicate any perceived difficulties and how you would propose to overcome these.

**5.2.6 PACKING AND UNPACKING (Maximum Possible 25 points):**

Please give details of materials used to protect:

- A). Items in Transit
- B). Elevators
- C). The City of North Las Vegas' space, including furniture

**5.2.7 DECOMMISSION (Maximum Possible 5 points):**

Please provide description of the decommission process, including timing, labor and the method for disposal of all remaining furniture.

**5.2.8 PRICING (Maximum Possible 90 points):**

Please ensure that all lines are filled in with either a price or if there is no charge it is indicated as such.

- 5.2.8.1.1 The awarded Contractor shall provide a firm and fixed bid price for each line item requested. The bid price shall NOT INCLUDE TAX as the City is tax exempt. Transit insurance, and should take into account information shown in Form D, Line items 1-6.
- 5.2.8.1.2 The awarded Contractor shall provide a schedule of on-site rates (i.e., inclusive of travel cost and time) for foremen, IT disconnect and reconnect labor, porters and/or packers, drivers with vehicles and fitters for weekday, night, and weekend working as detailed in Form D.
- 5.2.8.1.3 The awarded Contractor shall provide a schedule of extended lidded crate and equipment hire charges per item per week, together with charges for 10% early crate rental, loss or damage, per items, and collection charges, per trip.

**5.3 REFERENCES (Maximum Possible 15 points):**

Please provide at least 3 references with contact information for equivalent size project.

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

- (a) An individual authorized to bind the Company should sign the statement, and the date signed should follow the signature.
- (b) Name and phone number of the representative authorized to negotiate on behalf of the Offeror and answer questions regarding the proposal.
- (c) Copies of all Offeror held state and local licenses applicable to performance of the subject potential Contract. Copies of all Offeror held state and local licenses applicable to performance of the subject potential

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Contract. Any Offeror conducting business must have a City of North Las Vegas Business License. Information concerning City Business License requirements and fees may be obtained by calling Business Services Division at 702-633-1520. However a business license is not required to provide a proposal to the City.

- (d) Certificates – Disclosure of Principals/Ownership (FORM B).
- (e) Acknowledgement of any RFP addenda.

Execute **FORM B CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS**

Execute **FORM C – QUALIFICATIONS AND EXPERIENCE RESPONDENT**

Prepare **FORM D – PRICING SCHEDULE** (fill in all appropriate line items and use N/A if you are leaving anything blank).

Execute **AFFIDAVIT OF REJECTION OF COVERAGE FOR WORKERS' COMPENSATION UNDER NRS 616B.627 AND NRS 617.210 (IF APPLICABLE)**

Execute **Non-Collusion Affidavit**



**FORM B**  
**CERTIFICATE – DISCLOSURE OR 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. INSTRUCTIONS**

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

**3. INCORPORATION**

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

Block 1 Contracting Entity	Block 2 Description
<b>Name</b>	<b>Move to New City Hall</b>
<b>Address</b>	
<b>Telephone</b>	
<b>EIN or DUNS</b>	<b>RFP 007-023</b>

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:	

**FORM B  
CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS**

**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.

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

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

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

**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.

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

**FORM C – QUALIFICATIONS AND EXPERIENCE RESPONDENT**

**Name:** \_\_\_\_\_

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

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

**Example Contract 1:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

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Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Brief Description of Contract Scope: \_\_\_\_\_

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Term of Contract (Base plus Option Years): \_\_\_\_\_

Year of Base Contract Award: \_\_\_\_\_ Year Contract Completed: \_\_\_\_\_

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

Did the contract contain a liquidated damages clause?  YES  NO

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

**Example Contract 2:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Brief Description of Contract Scope: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Term of Contract (Base plus Option Years): \_\_\_\_\_

Year of Base Contract Award: \_\_\_\_\_ Year Contract Completed: \_\_\_\_\_

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

Did the contract contain a liquidated damages clause?  YES  NO

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

**Example Contract 3:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Brief Description of Contract Scope: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Term of Contract (Base plus Option Years): \_\_\_\_\_

Year of Base Contract Award: \_\_\_\_\_ Year Contract Completed: \_\_\_\_\_

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

Did the contract contain a liquidated damages clause?  YES  NO

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

**(ATTACH ADDITIONAL SHEET(S) IF EXTRA SPACE IS NEEDED)**

**FORM D – PRICING SCHEDULE**

**RESPONDENT’S**

**Name:** \_\_\_\_\_

Item No.	Description	Unit Cost	Extended Cost
1.	The relocation of approximately 250 employees, including personal belongings, IT equipment, furniture, filing and general office equipment.	\$ _____	\$ _____
2.	Packing and unpacking of all files and equipment, including file storage and IT storage room as per site visit. <ul style="list-style-type: none"> <li>• Estimated 2000 Linear Feet of Filing/storage</li> </ul>	\$ _____	\$ _____
3.	Dismantling, packing, moving and reassembling furniture, file shelving and cabinets. Section 5 estimates all special equipment to move.	\$ _____	\$ _____
4.	The disconnect and reconnect of all desktop PC equipment including components.	\$ _____	\$ _____
5.	The packing, protection, and safe relocation of artwork. <ul style="list-style-type: none"> <li>• Estimated 50 pieces of wall hung art</li> </ul>	\$ _____	\$ _____
6.	The rental, delivery, and collection of plastic moving crates. An estimated four crates per person for a total of 800. Dollies should be provided at a 3:1 ratio.	\$ _____	\$ _____
<b>Total (Do not include tax as the City is TAX EXEMPT)</b>			<b>\$ -</b>

PAYMENT TERMS: \_\_\_\_\_ Percent \_\_\_\_\_ Days.

DELIVERY TIME: \_\_\_\_\_

**NOTE: EXCEPTIONS TO PROPOSAL**

This is a sealed Request For Proposal and negotiation of specifications or other terms and conditions typically are not permitted at, or after, Proposal Opening. The Proposer must list on a separate sheet of paper any exceptions to the conditions of this Request for Proposal. This sheet must be labeled, "Exceptions to Proposal Conditions", and must be attached to the Proposal Submittal Forms. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.

## SCHEDULE OF RATES FOR VARIATION

***FORM D– Special Equipment Inventory***

**This information will be provided at the MANDATORY Pre-Proposal Conference.**

Special equipment inventory to be relocated	
Special Equipment	Estimated Quantity
Workstation Chairs	
4H Filing Cabinets	
Wall Hung Artwork	
Shelving / Metro Racks	
Miscellaneous Office Furniture	
Printers	
Conference Room Tables	
Multi Function Printer (MFP)	

**FORM E – AFFIDAVIT OF REJECTION OF COVERAGE  
FOR WORKERS’ COMPENSATION  
UNDER NRS 616B.627 AND NRS 617.210**

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_, by \_\_\_\_\_ (name of person making statement).

Notary

Signature \_\_\_\_\_

STAMP AND SEAL



**CITY OF NORTH LAS VEGAS**  
**RFP 007-047 MOVING SERVICES TO NEW CITY HALL**  
**Non-Collusion Affidavit**

State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes that:

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

(Signed): \_\_\_\_\_  
Title:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
201\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**CITY OF NORTH LAS VEGAS  
RFP 007-047 MOVING SERVICES TO NEW CITY HALL**

**SAMPLE AGREEMENT**

\*\*\*\*\*  
**THIS IS COPY OF A SAMPLE AGREEMENT THAT WILL BE EXECUTED AS PART  
OF THIS REQUEST FOR PROPOSAL. PLEASE HAVE YOUR LEGAL  
DEPARTMENT REVIEW PRIOR TO AWARD OF THIS REQUEST FOR PROPOSAL.  
AN ACTUAL AGREEMENT WILL BE MADE TO THE SUCCESSFUL RESPONDENT  
UPON SELECTION AND AWARD BY THE CITY COUNCIL.**  
\*\*\*\*\*

(Sample)

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

**THIS AGREEMENT BETWEEN THE CITY OF NORTH LAS VEGAS AND SUCCESSFUL RESPONDENT** (this "AGREEMENT") is executed this \_\_\_ day of \_\_\_, 201\_\_ by and between the City of North Las Vegas, a Nevada municipal corporation (the "CITY") and \_\_\_\_\_ (the "SERVICES PROVIDER").

**RECITALS**

1. The City desires to contract obtain transportation and related moving services of all City of North Las Vegas property for it's current location to the new City Hall (the "PROJECT");
2. The Services Provider is qualified and experienced in providing move services (the "SERVICES");
3. The City desires to have the Services Provider perform ALL of the Project, and the Services Provider agrees to such performance, upon the terms and conditions described in this Agreement;

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

**SECTION ONE  
RESPONSIBILITY OF SERVICES PROVIDER**

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

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

1.2. The Services Provider hereby designates \_\_\_\_\_ 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 sub-respondent's 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 RESPONDENTS 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**"). 1 The Services Provider shall commence the Project on JULY 1, \_\_\_\_\_, 2011, and complete the Project by \_\_\_\_\_, 201.

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, respondents or sub-respondent's, 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**"). 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**"). \_\_\_\_\_ 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**").

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 sub-respondents to other parties or make any public announcement or release thereof without the City’s prior written authorization. Services Provider shall also require its respondents, consultants and sub-respondents, and their agents and employees to comply with this requirement.

1.17 Each employee, agent or sub-respondent 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. \_\_\_\_\_

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. \_\_\_\_\_

### **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.

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:

- ✓ Purchase Order Number stated on the invoice
- ✓ Invoice number
- ✓ Payment terms
- ✓ Period of time the invoice is billing for
- ✓ Line item description of invoice details

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, sub-respondents 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]*** and is in good standing pursuant to the laws of the State of ***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 sub-respondent 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 sub-respondent and to the portion of the Project performed by sub-respondent;
- 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 sub-respondent 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 sub-respondent and any portion of the Project work performed by sub-respondent.

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 sub-respondent to procure and maintain at all times during the performance of the Project and for one year thereafter, at its own expense, the following insurances:

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

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

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

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

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

F.

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.

### **10.5 TERMINATION FOR DEFAULT**

- (a) The City may, by written notice of default to the successful respondent, terminate the resultant Contract in whole or in part if the successful respondent **fails to**:
- (i) Perform the services under, "Statement of Work" (including, if applicable, delivering any software, goods, or documentation required there under) within the time specified in this Contract or any extension;
  - (ii) Make progress, so as to endanger performance of this Contract; or
  - (iii) Perform any of the other provisions of this Contract.

- (b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to Attachment 2- Special Clauses, Section 1.0(Legal Notice).
- (c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.
- (d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Item 20 (Termination for Convenience).
- (e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.
- (f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

## **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.



Fax: 702-

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, or other like documents given, prepared or assembled by the Services Provider or any sub-respondent 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).

14.18 Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by the concurring authorities listed on this document. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

**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: \_\_\_\_\_  
Maryann Ustick, Acting City Manager

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

Attest:

By: \_\_\_\_\_  
Karen Storms, City Clerk, CMC

Approved as to Form:

\_\_\_\_\_  
Jeffrey F. Barr, Acting City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

**Exhibit A**

Project Schedule

**Exhibit B**

Budget

**Exhibit C**

Scope of Work

**Exhibit D**

Supplemental Services Rates