

Mayor  
John J. Lee

City Manager  
Ryann Juden

Council Members  
Isaac E. Barron  
Pamela A. Goynes-Brown  
Scott Black  
Richard J. Cherchio



**Finance Department**

2250 Las Vegas Boulevard, North · Suite #708 · North Las Vegas, Nevada 89030  
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[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

**City of North Las Vegas  
Request for Proposal ("RFP")  
RFP 2018-11 Recreation Center Floor Replacement**

Proposals will be received electronically on the Nevada Gov eMarketplace (NGEM) System at [www.nevada.ionwave.net](http://www.nevada.ionwave.net) or manually in the City Clerk's Office, 2250 Las Vegas Boulevard North, Suite 800, North Las Vegas, Nevada, 89030 **until 10:00 A.M., local time, Tuesday, May 7, 2019 (the "Proposal Due Date")**, and the Proposals will be publicly opened and read shortly thereafter in Conference Room 703 inside City Hall at the above listed address.

An optional Pre-Proposal Conference will be conducted at **10:00 A.M., local time, Wednesday, April 17, 2019**, in Conference Room 703 inside City Hall at the above listed address.

Questions and/or concerns regarding this Proposal should be sent by mail to Tony Danford, Assistant Director, Administrative Service at the address 2250 Las Vegas Boulevard North, Suite 708, North Las Vegas, NV 89030 or sent by e-mail to [danforda@cityofnorthlasvegas.com](mailto:danforda@cityofnorthlasvegas.com) prior to the deadline for questions of **Tuesday, April 23, 2019 at 12:00 p.m.** All questions and concerns must be received by the question deadline.

Proposal documents may be accessed at [www.nevada.ionwave.net](http://www.nevada.ionwave.net), at the City of North Las Vegas website at [www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com) at the Purchasing Bid Advertisements Page, or in person at the Purchasing Office, Monday through Thursday, 8:00 a.m. – 4:45 p.m. at City Hall, 2250 Las Vegas Boulevard North, Suite 708, North Las Vegas, NV 89030. 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.

A handwritten signature in blue ink that reads 'Catherine A. Raynor'. The signature is written in a cursive style and is positioned above a horizontal line.

Catherine A. Raynor, MMC, City Clerk

**City of North Las Vegas**  
**Request for Proposal (“RFP”)**  
**RFP 2018-11 Recreation Center Floor Replacement**

**Requirements for Request for Proposal**

1. **PUBLIC RECORDS:** The RFP documents and all Proposals submitted in response thereto are public records. You are cautioned not to put any material into the Proposal that is proprietary in nature. All Proposals submitted become the property of the City.
2. **PERFORMANCE OF WORK:** The City of North Las Vegas is issuing this request for proposal (“RFP”) from qualified, experienced Respondents to furnish and install new flooring in the Neighborhood Recreation Center located at 1638 N. Bruce St, North Las Vegas, Nevada, 89030. The successful Respondent shall perform all the work described in this RFP in a satisfactory and acceptable manner according to the terms set forth herein and in any agreement entered into with the City.
3. **FORM OF CONTRACT:** Execution of a contract by all named parties (“Contract”) will authorize delivery of services obtained under this RFP.
4. **LABELING OF PROPOSALS:** All Proposals must be submitted in a sealed envelope plainly marked “**RFP 2018-11 Recreation Center Floor Replacement**” with the address of the Respondent in the upper left hand corner. Proposals must be received in the Office of the City Clerk by the Proposal Due Date. 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 Respondent before submission of its Proposal. Oral explanations given before the award of the Contract will not be binding. Any written interpretation made will be furnished to all Respondents, and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications or other pre-Proposal documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Tony Danford by email at [danforda@cityofnorthlasvegas.com](mailto:danforda@cityofnorthlasvegas.com) or by mail at ATTN: Tony C. Danford, Assistant Director, Administrative Services, City of North Las Vegas, 2250 Las Vegas Blvd, North, Suite 708, North Las Vegas, NV 89030. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be mailed or e-mailed to all known prospective Respondents. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under the Proposal documents as submitted. All addenda issued shall become part of the Proposal documents.
6. **METHOD OF EVALUATION AND AWARD:** The evaluation of the Proposals will be conducted by City personnel. Please prepare your Proposal according to the appropriate sections and your Proposal will be evaluated accordingly.
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 Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

**8. CONDITIONS OF PROPOSAL SUBMITTAL:**

- (a) The Proposal must be signed by a duly authorized official of the proposing firm or company submitting its Proposal.
- (b) No Proposal will be accepted from any person, firm, or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) All Proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material. Respondents must submit one original and two copies of its Proposal. *Mark original on the original Proposal, and copy on the 2 copies submitted with the original Proposal. Additionally, please provide a thumb drive with an electronic copy of the Proposal.*

**9. AWARD OPTIONS:** The City of North Las Vegas will award this Request for Proposal based on the Respondent who submits the most responsive, responsible Proposal deemed to be in the City's best interest.

**10. PROTESTS:** The City will publish the Recommendation of Award Notification on the City of North Las Vegas' website ([www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)). Any Respondent may file a notice of protest regarding the proposed award of a Contract by the North Las Vegas City Council. Respondents will have five (5) business days from the date the Recommendation of Award is published to submit the written protest to the City Clerk. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the Contract documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of (i) twenty-five percent (25%) of the total value of the Proposal submitted by the person filing the notice of protest; or (ii) two hundred fifty thousand dollars (\$250,000).

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

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

**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 may be required to obtain a North Las Vegas Business License.*

**12. PUBLIC OPENING:** Proposals received will be opened and the name of the Respondent's company will be read publicly at the time and place indicated in the Request for Proposal documents. Respondents, their authorized agents and the 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. **TERM OF THE AGREEMENT:** The agreement commences upon approval by the City Council and execution of a Contract.

14. **INSURANCE:** Prior to the commencement of the Contract, the successful Respondent must provide properly executed Certificates of Insurance to the City of North Las Vegas, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will (i) waive subrogation against the City, its officers, agents, servants, and employees; (ii) will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required; (iii) will include or be endorsed to cover the Respondent's contractual liability to the City; and (iv) disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000.00 without the City's written approval. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after 30 days' written notice has been given to, and approved in writing by, the City Attorney.

The policy shall provide the following minimum limits:

**COMMERCIAL GENERAL LIABILITY INSURANCE**

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

**AUTOMOBILE LIABILITY INSURANCE**

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

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the "Insurance Service Office", or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the Proposal prices and no additional compensation will be made.

In addition, the Respondent shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

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 616A-616D, inclusive, for the duration of the Contract and shall furnish the City, prior to the execution of the Contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees, will not be responsible for any claims

or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph.

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 its duration, and they will be deemed to be included in the Contract the same as though herein written out in full.
18. **ADDENDA INTERPRETATIONS:** If it becomes necessary to revise any part of this Request for Proposal, a written addendum will be provided. The City is not bound by any oral clarifications changing the scope of work for this project. The addendum must be acknowledged and returned in the Proposal submission.
19. **CANCELLATION OF CONTRACT:** The City reserves the right to cancel the award or execution of any contract at any time before the Contract has been approved by the City Council without any liability or claims thereof against the City.
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 within thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.
21. **TAXES:** The City is exempt from State, Retail, and Federal Excise Taxes. 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 its Proposal.
23. **FISCAL FUNDING OUT:** 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.
25. **ESCALATION:** Prices may not be increased. The price submitted in your Proposal must remain firm throughout this project.

**26. AUDIT OF RECORDS:**

- (a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Proposal in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Proposal for a period of three (3) years after completion of this Proposal and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Proposal. The successful Respondent agrees to give the City access to records immediately upon request.
  
- (b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Proposal at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the City desires concerning successful Respondent's operation hereunder at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City of 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 Respondent are incomplete, the successful Respondent agrees to pay the City or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.
  
- (c) If, at any time during the term of this Proposal, or at any time after the expiration or termination of the Proposal, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (a) repaid immediately by the successful Respondent to the City or (b) at the City's option, credited against any future billings due the successful respondent.
  
- (d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Proposal.
  
- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful Respondent's right to dispute.

27. **INDEPENDENT CONTRACTOR:** In the performance of services under this Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful Respondent as the sole responsible party for the performance of this Contract. The successful Respondent shall maintain complete control over its employees. Nothing contained in this Contract or awarded by the Company shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party.
28. **PUBLIC RECORDS:** The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records are public records, which are subject to inspection and copying by any person, unless declared by law to be confidential. This Contract, all supporting documents, and Proposals submitted under the original Request for Proposals are deemed to be public records.
29. **COMPANY PERSONNEL:** The successful Respondent is solely responsible for the supervision and control of its Company staff performing work under this Contract; however, the City of North Las Vegas reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the agreement a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement.
30. **KEY PERSONNEL:** For the City of North Las Vegas:
- Tony C. Danford, Assistant Director, Administrative Services. He is responsible for the administration and audit of the Contract and any contractual changes. He can be reached at (702) 633-1463, Monday through Thursday, 7:00 a.m. to 4:30 p.m.
- Angela Johnson, Recreation Supervisor. She or her designee is responsible for monitoring the project and is responsible for any requested changes by the Respondent. She can be reached at (702) 633-1610, Monday through Thursday, 7:00 a.m. to 4:30 p.m.

The cutoff time for any questions regarding this Request for Proposal is **Tuesday, April 23, 2019 at 12:00 p.m. local time** Any questions submitted beyond this cutoff time will not be answered.

**City of North Las Vegas  
Request for Proposal (“RFP”)  
RFP 2018-11 Recreation Center Floor Replacement**

**Definitions**

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

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

**City** - the City of North Las Vegas.

**City Attorney** – the lawyer employed by the City of North Las Vegas, who is legally appointed as legal counsel to transact business on behalf of the City of North Las Vegas.

**City Clerk** - a public officer charged with recording the official proceedings and vital statistics of the City of North Las Vegas.

**City Council** - the legislative body that governs the City of North Las Vegas.

**City Manager** - a person not publicly elected but appointed by the City Council to manage the City of North Las Vegas.

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

**City Staff** - any person currently employed by the City of North Las Vegas.

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

**Key Personnel** - defined City employees listed in Paragraph 30.

**Mandatory Pre-Proposal Conference** – a meeting in which the Respondent is required to attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a Proposal.

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

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

**Proposal** - document returned by Respondent to the City of North Las Vegas offering the product or service that meets the requested specifications. Respondent will fill out the Proposal documents with their price offering and complete all required documents. Respondent will return the bid document to the City Clerk’s office prior to the cutoff date and time detailed on the Request for Proposal.



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

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

**Recommendation of Award Notification** – notification to the general public that the City of North Las Vegas has recommended a Respondent who has been selected based on having the best Proposal by meeting the criteria listed in the Proposal documents. This Recommendation of Award goes to the City Council and upon City Council approval will be selected to fulfill the requirements as outlined in the Request for Proposal.

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

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

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

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

## CITY OF NORTH LAS VEGAS

### RFP 2018-11 Recreation Center Floor Replacement

#### SCOPE OF WORK

1. **Introduction:** The City of North Las Vegas is seeking Proposals from qualified Respondents for an award to remove the old flooring and to furnish and install new flooring in the Neighborhood Recreation Center located at 1638 N. Bruce St, North Las Vegas, Nevada, 89030 as set forth in this RFP (the "Work").

#### **SPECIFICATIONS OF THE RFP Include, but are not limited to:**

- a. The project must include the following rooms/areas:
  - 1. East and West courts
  - 2. East/West courts adjoining hallways to include all maintenance storage rooms.
  - 3. Lounge and adjoining hallway to include maintenance storage room.
  - 4. Kitchen adjoining the Game Room.
  - 5. Pantry adjoining the Kitcehn.
  - 6. Game room and Game room storage room.
  - 7. Main officers and the copier room.
  - 8. Main hallway and front lobby areas.
  - 9. Chapel/Art room.
  - 10. Staff restrooms (both men and women restrooms).
  
- c. The project shall include the below listed items:
  - 1. Resilient Vinyl Flooring: Material and labor (Includes Prep & Demo)  
Tandus|Centiva Venue Wood LVT – 6" X 36" - or Gerflor Creation LVT Color:  
TBD
  - 2. Demo Carpet and VCT where applicable – wood areas will be sanded and gone over top.
  - 3. Some VC Tile areas may have to go over top in lieu of removing – concerns of asbestos.
  - 4. LVT Adhesive.
  - 5. Install Tandus|Centiva Venue Wood LVT / Gerflor in specified areas by full spread adhesive installation to the substrate
  - 6. Basic Floor Prep (Skim coat, fill in expansion joints(s) and/or and dime-sized holes in Concrete Slab)- with Ardex Feather Finish
  
- d. The Contractor shall keep the premises free from accumulation of waste materials, rubbish, and fugitive dust cause by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery and surplus materials.

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

**EXHIBIT A OFFER STATEMENT AND BUSINESS FORM** - Provide the name and address of Respondent for purpose of notice or other communication relating to the Proposal. Proposals must be signed by a business entity official who has been authorized to make such commitments.

**EXHIBIT B CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS** - This form must be notarized.

**EXHIBIT C QUALIFICATIONS AND EXPERIENCE - References** - Provide three (3) governmental agencies or private businesses with which you have conducted business transactions during the past three (3) years. At least two (2) of the references named are to have knowledge of your debt payment history.

**EXHIBIT D AFFIDAVIT OF REJECTION OF WORKER'S COMPENSATION** - Please fill this form out in its entirety. This form must be notarized.

**EXHIBIT E NON-COLLUSION AFFIDAVIT** - This form must be notarized.

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

- (1) Review of all Proposals for conformance to this RFP.
- (2) The elimination of all Proposals, which deviate substantially from the basic intent of the solicitation.
- (3) An evaluation of the remaining Proposals.
- (4) Interviews and presentation(s) of Proposals by Respondents (if the City determines a need for such).
- (5) Possible unannounced visit by some or all of the City selection committee to one or more of the projects/businesses represented by Respondent.
- (6) Selection of one Proposal which will be recommended to the City of North Las Vegas City Council.
- (7) Negotiation/finalization of a Professional Services Agreement between the City and the selected Respondent.

**4. Evaluation Factors:** The City reserves the right to accept a Proposal other than the lowest total expense offered. The following factors will be considered in the evaluation of individual Proposals. The City's Selection Committee will score each Proposal on a 100-

point scale. The purpose of scoring the Proposals is to establish a prioritized order in which to continue further discussions. The following are the criteria and points associated for each that the committee will be using:

- A. **Completeness of the Proposal (30 points total)**
    - Response to RFP provisions (5 points)
    - Respondent 's references (20 points)
    - Respondent 's presentation (5 points)
  - B. **Management Qualifications (70 points total)**
    - Respondent's design plan, drawings, technical specifications (60 points)
    - Value-added Proposals within the submittal (10 points)
5. **Award of Contract:** The recommendation by the selection committee to the City Council to award the Contract will be based upon the Proposal which is most advantageous to the City. All Proposals shall remain firm for ninety (90) calendar days after the Proposal opening. Refer to the Evaluation Process and Evaluation factors sections within this document.
6. **Modifications:** The City may institute changes or modifications to the Work and will notify all participants in a timely manner by an addendum to this RFP.
7. **Rejection of Proposals:** The City reserves the right to reject any and all Proposals received in response to this solicitation if determined not to be in the best interest of the City. Once received, the Proposals shall become the property of the City and are subject to public disclosure under the Nevada Public Records Act. Respondents are not entitled to recover any Request for Proposal preparation costs or other damages should the City not make an award or fail to successfully negotiate the Contract.
8. **Incorporation of Proposal into the Contract:** The contents of the RFP and the selected Respondent's response shall be incorporated, in total, into the Contract. In the event there is a conflict between the RFP and the Contract, the terms of the Contract will prevail.

**City of North Las Vegas  
Request for Proposal ("RFP")  
RFP 2018-11 Recreation Center Floor Replacement**

**EXHIBIT "A"  
PROPOSAL SUBMITTAL PAGE**

This Proposal is submitted in response to **RFP 2018-11 Recreation Center Floor Replacement** and constitutes an offer by this company to enter into a contract as described herein.

|   |                  |                    |          |
|---|------------------|--------------------|----------|
| _____                                     |                  | _____              |          |
| AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) |                  | LEGAL NAME OF FIRM |          |
| _____                                     |                  | _____              |          |
| AUTHORIZED SIGNATURE                      |                  | DATE               |          |
| _____                                     |                  | _____              |          |
| TITLE                                     | TELEPHONE NUMBER | FAX NUMBER         |          |
| _____                                     | _____            | _____              |          |
| ADDRESS OF FIRM                           |                  |                    |          |
| _____                                     |                  |                    |          |
| CITY                                      |                  | STATE              | ZIP CODE |

E-MAIL ADDRESS: \_\_\_\_\_

CNLV-BUSINESS LICENSE NO: \_\_\_\_\_

\_\_\_ A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED

ADDENDA ACKNOWLEDGED

Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_ Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_ Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_

**FOR INFORMATIONAL PURPOSES ONLY**

Is this firm a ESB, Minority, Women or Disabled Veteran Business Enterprise?  
\_\_\_ No \_\_\_ Yes If YES specify \_\_\_ MBE \_\_\_ WBE \_\_\_ DVBE \_\_\_ ESB

Has this firm been certified as a ESB, Minority, Women or Disabled Veteran Business Enterprise?  
\_\_\_ No \_\_\_ Yes If YES specify Certifying Agency \_\_\_\_\_

Please attach a copy of your certification.

**EXHIBIT "B"**  
**FORM A**  
**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 City of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

**2. INSTRUCTIONS**

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

**3. INCORPORATION**

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

| Block 1 Contracting Entity | Block 2 Description                                    |
|----------------------------|--|
| <b>Name</b>                | <b>RFP 2018-11 Recreation Center Floor Replacement</b> |
| <b>Address</b>             |  |
| <b>Telephone</b>           |  |
| <b>EIN or DUNS</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: |                  |

**EXHIBIT "B"**

**(CONTINUED)**

**FORM B**

**CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS**

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

**BLOCK 4 DISCLOSURE OF OWNERSHIP AND PRINCIPALS**

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

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

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

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate.

**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.

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 \_\_\_\_\_, 2018

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

# EXHIBIT "C"

## QUALIFICATIONS AND EXPERIENCE RESPONDENT

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

### **Example Contract 1:**

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

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

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

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

Brief Description of Contract Scope:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Did the contract contain a liquidated damages clause?  YES  NO

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



# EXHIBIT "C"

## QUALIFICATIONS AND EXPERIENCE RESPONDENT (CONTINUED)

### Example Contract 2:

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Brief Description of Contract Scope:

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Did the contract contain a liquidated damages clause?  YES  NO

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

### Example Contract 3:

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Brief Description of Contract Scope:

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Did the contract contain a liquidated damages clause?  YES  NO

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

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

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

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of 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

\_\_\_\_\_

**EXHIBIT "E"**  
**NON-COLLUSION AFFIDAVIT**



**CITY OF NORTH LAS VEGAS**  
**Non-Collusion Affidavit**

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

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

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

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

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

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

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