

PURCHASE AND INSTALLATION SERVICES AGREEMENT FOR CRAIG RANCH REGIONAL PARK AMPHITHEATER MOBILE SOUND SYSTEM EQUIPMENT

Purchase and Installation Services Agreement for Craig Ranch Regional Park Amphitheater Mobile Sound System Equipment (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and 3G Productions LLC, a Nevada limited liability company (“Provider”).

RECITALS

WHEREAS, the City desires to purchase D&B Audiotechnik B-Stock PA System equipment for the Craig Ranch Regional Park Amphitheater as more particularly described in the D&B Audiotechnik B-Stock PA System for the Craig Ranch Regional Park Amphitheater Request for Proposal, RFP 2023-009 (“RFP”), attached hereto as Exhibit A (“Products”);

WHEREAS, the City desires to purchase the Products, including an all-inclusive warranty, from Provider as outlined in this Agreement, and Provider agrees to sell, deliver, and install the Products upon the terms and conditions described in this Agreement, including Exhibit A and Provider’s Response to the RFP, attached hereto as Exhibit B;

WHEREAS, the City further desires to have Provider provide the installation services detailed in the RFP’s Scope of Work (“Services”) as outlined in this Agreement, upon the terms and conditions described in this Agreement; and

WHEREAS the Provider represents that it is an authorized reseller of the Products and Provider agrees to sell, deliver, and provide the Services 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 Provider agree to the following terms, conditions, and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider’s response to the RFP dated December 18, 2023 attached hereto as Exhibit B, complying with the terms of the Request for Proposal, attached hereto as Exhibit A, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be certified used and must meet or exceed the technical specifications detailed in the RFP or as otherwise specified by the City.

1.3. If the Provider is shipping any of the Products to City prior to performing the Installation and Maintenance Services, the Provider shall ship the Products to a shipping address specified by the City ("Delivery Location") F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after the delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall perform the Services, and any related warranty and training services, in accordance with Exhibit A, Exhibit B, and the terms, conditions, and covenants of this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature scope, and payment for the Services as modified by the amendment.

1.5. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.6. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.7. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.8. The 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.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue until the Project is complete as determined by the City in its sole and complete discretion, whichever is later ("Term"). The City may pay the Provider for the Products and Services up to an amount not to exceed Four Hundred Ninety-Nine Thousand, Five Hundred Twenty-Three Dollars and 03/100 (\$499,523.03).

2.2. The prices in the RFP will remain in effect for the Term of the Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

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2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider 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:

3.1.1. Provider is a duly formed and validly existing Nevada limited liability company and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2. The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3. Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.1.4. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

3.1.5. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement, and such execution is binding on the Provider.

3.1.6. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

4.1.1. Workers' Compensation Insurance as required by the 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 the City or Provider.

4.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

4.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

4.1.4 Property Installation Floater covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

4.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

4.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:

4.2.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.2.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

4.2.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.2.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.2.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

4.2.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.2.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

4.3. Claims Made Policies: If any of the required policies provide claims-made coverage:

4.3.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.3.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

4.3.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

4.4. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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4.5. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION FIVE INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A and Exhibit B. This Section Six shall survive the completion of the Project, if applicable, and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN CONFIDENTIALITY AND AUTHORIZATION FOR ACCESS TO CONFIDENTIAL INFORMATION

7.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

7.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information,

personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION EIGHT TERMINATION

The City may terminate this Agreement at any time with or without cause upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided and installed by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products 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.

SECTION NINE NOTICES

9.1. All notices, demands, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile, or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North, Suite 710
North Las Vegas, NV 89030
Phone: 702-633-1745

To Provider: 3G Productions LLC
Attention: Jerrod Cring
3950 W. Harmon Ave Suite 7
Las Vegas, NV 89103
Phone: 702-948-0459 x506
Email: jcring@3glp.com

9.2. 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.

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SECTION TEN SAFETY

10.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

10.2. Safety Equipment. Provider will supply all of his employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION ELEVEN MISCELLANEOUS

11.1. 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. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related top this Agreement or actions to enforce or interpret the terms of this Agreement.

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

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

11.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

11.5. Controlling Agreement. To the extent any of the terms or provisions in the Bid conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Bid or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

11.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 11.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

11.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties 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.

11.8. Time of Essence. Time is of the essence in the performance of this Agreement.

11.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

11.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected, and accepted.

11.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

11.12. 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.

11.13. Fiscal Funding Out. The 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 the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

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11.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be 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 be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney’s fees related to such public records request. This section 11.14 shall survive the expiration or early termination of the Agreement.

11.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

11.16 Federal Funding. Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

11.17. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

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

City of North Las Vegas,
a Nevada municipal corporation

3G Productions LLC
a Nevada limited liability company

By: _____
Pamela A. Goynes-Brown, Mayor

By: Keith Conrad
Name: Keith Conrad
Title: CEO

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

RFP 2023-009

Please see attached page(s)

Mayor
Pamela A. Goynes-Brown

Council Members
Isaac E. Barron
Ruth Garcia Anderson
Scott Black
Richard J. Cherchio



City Manager
Ryann Juden, J.D., Ph.D.

Finance Department

2250 Las Vegas Boulevard, North · Suite #708 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1463 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

November 28, 2023

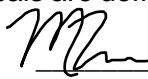
**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL ("RFP")
RFP 2023-009 D&B Audiotechnik B-Stock
PA System for the Craig Ranch Regional Park Amphitheater**

Proposals will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnva.com until **December 20, 2023 at 1:00 P.M.** local time (the "Proposal Due Date"). **A Proposal opening will be held on a conference call via Google Meet, Telephone# 909-654-5484, Meeting Pin# 599 449 861# on the RFP Due Date.**

An optional Pre-Proposal Meeting will be conducted at **10:00 A.M., local time, Tuesday, December 5, 2023, local time**, via Google Meet conference call, Telephone # 402-662-1142 Meeting Pin# 253 026 816#. The purpose of this meeting is to discuss the Request for Proposal requirements and answer any questions or concerns. Any and all questions asked during the Pre-Proposal meeting must be submitted in writing either via email or submitted in NGEM at the conclusion of the Pre-Proposal Meeting.

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Senior Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **December 13, 2023, at 12:00 p.m.** local time. All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

Proposal documents may be accessed on NGEM or on the City of North Las Vegas (City) Purchasing Web Page (listed above). 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. Capitalized terms contained in this Request for Proposals are defined in the Definitions section on page 10.


Marie Leake
Procurement Manager

Published Las Vegas Review Journal November 28, 2023

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL ("RFP")
RFP 2023-009 D&B Audiotechnik B-Stock
PA System for the Craig Ranch Regional Park Amphitheater**

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. The City is a public agency under state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records, including this Request for Proposal, are public records which are subject to inspection and copying by any person, unless declared by law to be confidential.

2. PERFORMANCE OF WORK:

The successful Respondent shall perform all the work described in this RFP as may be necessary to complete the Contract 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 the Contract by all named parties will authorize delivery of goods and/or services obtained under this Request for Proposals.

4. ELECTRONIC RESPONSE THROUGH NGEM SYSTEM:

Proposals must be submitted online through the Nevada Government eMarketplace (NGEM). The NGEM System is an electronic bidding system used by a consortium of local government entities in Nevada for supplier registration and the submission of electronic bids and proposals. The NGEM System is available at www.ngemnv.com. There is no cost for any Respondent to use the NGEM System, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Proposals must be submitted on the NGEM System no later than the Proposal Due Date and time. Per the Terms of Use of the NGEM System, Proposals may not be submitted after the Proposal Due Date, and the server clock will govern.

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 Joy Yoshida by email at yoshidaj@cityofnorthlasvegas.com. 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 posted on NGEM. 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 OPTIONS:

The evaluation of the Proposals will be conducted by City personnel. The City 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 according to the evaluation criteria set forth within this RFP. Please prepare your Proposal according to the appropriate sections and your Proposal will be evaluated accordingly. The City reserves the right to reject all Proposals. Pursuant to NRS 332.065(4), the City shall not enter into a Contract with a Respondent to this Proposal unless the Contract includes the written certification that the company is not currently engaged in, and agrees for the duration of the Contract not to engage in, a boycott of Israel.

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the 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 or unless otherwise allowed pursuant to NRS 332.095(2). 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) No Proposal will be accepted from any person, firm, or corporation if that person, firm, or corporation or any of its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Proposal to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

9. PROTESTS:

The City will publish the Recommendation of Award Notification on NGEM. Any Respondent may file a notice of protest regarding the proposed award of the 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 and 00/100 (\$250,000.00).

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

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

10. 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 will be required to obtain a North Las Vegas Business License.

11. PUBLIC OPENING:

Proposals received will be opened and the name of the Respondent's company will be read via conference call at the time and place indicated in the Request for Proposal documents. Respondents, their authorized agents and the public are invited to call in. 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.

12. TERM OF THE CONTRACT:

The Contract shall remain in effect until Provider delivers the Products and Services for the project to the City.

13. INSURANCE:

Prior to the commencement of the Contract, the successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers 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 \$1,000,000.00 "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 or the City Risk Manager.

The policy shall provide the following minimum limits:

WORKER'S COMPENSATION INSURANCE: Each 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. If the successful Respondent has no employees, then Exhibit D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Proposal.

COMMERCIAL GENERAL LIABILITY (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

AUTOMOBILE LIABILITY: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

PROPERTY INSTALLATION FLOATER: covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

ADDITIONAL INSURED STATUS: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

PRIMARY COVERAGE: For any claims related to this Contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

NOTICE OF CANCELLATION: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

WAIVER OF SUBROGATION: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

CLAIMS MADE POLICIES: If any of the required policies provide claims-made coverage:

The Retroactive Date must be shown, and must be before the date of the Contract or the beginning of Contract work.

Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract of work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

VERIFICATION OF COVERAGE: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide

them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SPECIAL RISKS OR CIRCUMSTANCES: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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.

14. INDEMNITY:

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, claims, damages, losses, expenses, proceedings, actions, judgements, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

15. 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.

16. ADDENDA INTERPRETATIONS:

If it becomes necessary to revise any part of this Request for Proposal, a written addendum will be provided publicly. 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.

17. 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.

18. TERMINATION FOR CONVENIENCE:

The City, through its City Manager or his/her designee, shall have the right at any time to terminate further performance of the 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 thirty (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 (30) 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.

19. TAXES:

The City is exempt from State, Retail, and Federal Excise Taxes. The Proposal price must be net, exclusive of taxes.

20. EXCEPTIONS:

Each Respondent must list on a separate sheet of paper any exceptions to the Request for Proposal specifications and attach it to its Proposal. Exceptions, deviations, or contingencies requested in Respondent's Proposal, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of the Proposal. **A template of the City of North Las Vegas Purchase and Services Agreement is attached in Exhibit G. Any and all exceptions to this document must be declared at the time of submission.**

21. FISCAL FUNDING OUT:

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

22. 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 the Contract.

23. ESCALATION:

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

24. 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 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.

25. INDEPENDENT CONTRACTOR:

In the performance of services under the 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 the RFP, Contract or award by the City 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.

26. COMPANY PERSONNEL:

The successful Respondent is solely responsible for the supervision and control of its staff performing work under the Contract; however, the City 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 Contract a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement. The successful will be required to conduct background checks on each employee performing work on City property. Successful Respondent shall be notified during the Contract phase what specific background check requirements apply to the Contract.

27. KEY PERSONNEL:

For the City of North Las Vegas:

Joy Yoshida, Senior Buyer. She is responsible for the administration and audit of the Contract and any changes. She can be reached at (702) 633-1745, Monday through Thursday, 7:00 a.m. to 4:30 p.m.

Valerie Derrick, Recreation Superintendent. 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) 633-2561, Monday through Thursday, 7:00 a.m. to 5:00 p.m. The City also designates Bud Pico, GM Craig Rach Reg Park and Amphitheater, as an additional project manager for this service. He can be contacted at 702-633-2577 or at picoa@cityofnorthlasvegas.com and is available Monday through Thursday from 8:00am – 6:00pm.

The cutoff time for any questions regarding this Request for Proposal is December 13, 2023 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 2023-009 D&B Audiotechnik B-Stock
PA System for the Craig Ranch Regional Park Amphitheater

Definitions

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, its public officials, officers, employees, agents, and volunteers, as an additional insured.

City – the City of North Las Vegas.

City Attorney – attorneys employed by the City of North Las Vegas, who are 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 – the written agreement between the City and the Respondent selected by the City as having the best Proposal, as approved by City Council and fully executed by the parties.

Key Personnel – defined City employees listed in Paragraph 27.

Pre-Proposal Meeting – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a Proposal.

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

Proposal – document submitted in NGEM 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.

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.

Recommendation of Award Notification – notification to the general public that the City 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 proposal that accurately identifies the City's requirements.

Request for Proposals – the official legal published advertisement of the Proposal 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 2023-009 D&B Audiotechnik B-Stock
PA System for the Craig Ranch Regional Park Amphitheater

SCOPE OF WORK

1. **Introduction:** The City of North Las Vegas (CNLV) is soliciting bids from qualified suppliers to purchase a D&B Audiotechnik B-Stock PA System for the Amphitheater at Craig Ranch Regional Park with a turn-key portable system that provides all the components for a functional audio system. This system is a touring mobile system and is not a permanent install.

Project Scope

A supplier shall order, supply, and provide all equipment, labor, install, and materials necessary to complete the audio system replacement. Freight is allowed to site. See attached documentation for product data and requirements.

This work shall include:

DESCRIPTION OF Audio Product:

- 8 x J8 and 4 x J12 per side (L&R)- B-Stock
- 4 x V8 for center fill- B-Stock
- 10x J-Subwoofers (3 x 18" speakers in a cardioid configuration)- B-stock
- 4 x J-Infra Subwoofers (3 x 21" speakers in a cardioid configuration- B-Stock
- 6 x T10 front fill speakers (new inventory)
- 14 x D80 amplifiers - B-Stock
- 5 x Amp Racks- B-Stock
- 1 x 200amp power distro (with feeder) (new inventory)
- 1 x Speaker cable package (new inventory)
- Custom Panels between designated climate-controlled amp room and outside speaker connections.
- Carts for all speakers provided in the Audio package. (used)
- Rigging Bumpers for J series & V series as required per the hang document. (used)
- 6 x 1-ton Tour Rig motors with cabling and distro (new)

Main PA Audio

QTY	DESCRIPTION
16	d&b J8 Loudspeaker B-Stock
8	d&b J12 Loudspeaker B-Stock
2	d&b J Flying Frame B-Stock
6	J-Carts (used) Cart for 4 x J series
10	d&b J-subwoofer B-Stock
4	d&b J-Infra B-Stock

Center Fill Audio

QTY	DESCRIPTION
4	d&b audiotechnik V8 Loudspeaker B-Stock
1	d&b audiotechnik V Flying Frame B-Stock
1	Custom V8 Cart B-Stock Cart for 4 x V8

Front Fill Audio

QTY	DESCRIPTION
6	d&b audiotechnik Z0550.001 T10 Loudspeaker NL4 (new or BStock)
2	d&b audiotechnik E7451.000 Touring case 4 x T10 (new or BStock)

Amplifiers Audio

QTY	DESCRIPTION
14	d&b D80 Amplifier B-Stock
5	D80 x Amp Rack B-Stock Amp rack to hold 3 x D80 Amplifiers with power and signal panels

Distro Audio (new)

QTY	DESCRIPTION
1	Motion Labs 1300-200A-12-2-00 200amp L2130 Power Distro
1	Motion Labs 1300-200A-12-2-00 100' Camlock 5 Wire Feeder Set, 2/0 AWG
1	Cable Trunk 45"x 30"
1	Motion Labs 1400-03-19-04-001 L21-30 Twistlock Cable, 8/5 SOW, 25FT

Cable Package for outside Panel to Speakers

QTY	DESCRIPTION
1	Cable Trunk 45" x 30" (new)
14	Whirlwind NL8-100 Cable - Speaker, NL8 Speakon to NL8 Speakon, 100', 13 AWG, 8 conductor (new)
12	Whirlwind NL4-002.5 Cable - Speaker, NL4 Speakon to NL4 Speakon, 2.5', 12 AWG, 4 conductor (new)
14	d&b audiotechnik Z5349.001 Adapter NLT8M to 2 x NLT4
2	Whirlwind NL4-100 Cable - Speaker, NL4 Speakon to NL4 Speakon, 100', 12 AWG, 4 conductor (new)
2	d&b audiotechnik SP T SPLITSET T Splitset NL4 (new)
4	Whirlwind NL4-010 Cable - Speaker, NL4 Speakon to NL4 Speakon, 10', 12 AWG, 4 conductor (new)
5	Custom Panels: Custom Panel #1- Amp room Connection (amplifier Racks to outside wall panel) Custom Panel #2- Amp room Connection (Amplifier racks to outside wall panel) Custom Panel #3- NEMA 4 outdoor enclosure with SL main and sub speaker connections Custom Panel #4- NEMA 4 outdoor enclosure with SR main and sub speaker connections Custom Panel #5 - NEMA 4 outdoor enclosure with Center fill and signal connections

Rigging (new)

QTY	DESCRIPTION
1	INDU-Electric TLE-L2130(H)-10/5S0-FT100 100'L21 Power Cable

6	Rigging Parts for rigging attachments
3	Calzone Motor Case for 2 Tour Rig Motors
6	INDU-Electric 100' 16/7 Motor Cable Motor cable
6	ShowSDT Tour Rig VTR1000LV2-03 Tour Rig SK Low Volt 1000kg Fixed Speed Electric Chain Hoist 208V Double Brakes 16FPM
120	ShowSDT V47070220SW02 Chain 7 x 22mm Black / Per Meter 25M
6	ShowSDT VRSCBL010-16.5 Chain Bag
1	Motion Labs 8 ch Motor Distro Motor distro & Control

Project timeframe:

- Order and supply to be completed within 180 days of supplier receiving Purchase Order.
- Supplier to provide drop off schedule with City of North Las Vegas employee until the project is complete. All deliveries require 48-hour minimum advanced notice of shipping date and 48-hour minimum advanced notice of delivery date.

Supplier shall be responsible for the following:

- Ordering, supply, labor, and delivery of product. Provide an all-inclusive warranty and customer service support for 6 months beginning on the date of substantial completion.
- Communication with City of North Las Vegas staff.
- Engineering services to include device locations, single line drawings and rack elevation drawings.
- Delivery or shipment of the specified components to the project installation site.
- Off-site fabrication to include pre-programming, testing and burn-in of all system components.
- Mounting of all proposed devices and components.
- Termination of low voltage cables for the system.
- Comprehensive programming, commissioning, testing and optimization of the systems for use.

- 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 five (5) 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.
- EXHIBIT F Written Certification Required by NRS 332.065(4) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.
- EXHIBIT G Template of City of North Las Vegas Purchase and Services Agreement. Any and all exceptions to the terms of this agreement with explanation must be turned in with electronic submission of the proposal.
- EXHIBIT H Visual Plan

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 Purchase and Installation 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)

Proposals will be evaluated based on the following:

- Superior ability or capacity to meet particular requirements of Contract and needs of City Department and those it serves;
- Superior prior experience of Respondent and its staff;
- Superior quality, efficiency, and fitness of proposed solution for City;
- Superior skill and reputation, including timeliness, and demonstrable results; and
- Cost.

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 Proposal 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.

9. Proposal Format

A. Proposals submitted in response to this RFP must include a cover letter signed by the person authorized to issue the proposal on behalf of the Applicant, and the following information, in the sections and order indicated:

1. Table of Contents
2. Introduction/Executive Summary
 - Provide an overview of the services being sought and proposed scope of services.
3. Applicant Profile
 - Provide a narrative description of the Applicant itself, including the following:

- Applicant's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number;
 - A primary contact for the Applicant, including name, job title, address, telephone and fax numbers, and email address;
 - A description of Applicant's business background, including, if not an individual, Applicant's business organization (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in North Las Vegas and/or Nevada, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman-, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other information about Applicant's business organization that Applicant deems pertinent to this RFP.
4. Project Understanding
 - Provide a brief narrative statement that confirms Applicant's understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the project that is the subject of this RFP. Applicant shall describe how the Applicant's business experience will benefit the project.
 5. Proposed Scope of Work , including a cost proposal and project timetable (schedule), in accordance with, "Scope of Work," of this RFP.
 6. Statement of Qualifications; Relevant Experience
 - Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. If any minimum qualifications for performance are stated in this RFP, Applicant must include a statement confirming that Applicant meets such minimum requirements.

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
Name		RFP 2023-009 D&B Audiotechnik B-Stock PA System for the Craig Ranch Regional Park Amphitheater
Address		
Telephone		
EIN or DUNS		

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 _____, 20____

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 _____ 20____

Notary Public

My Commission expires: _____

EXHIBIT "F"
WRITTEN CERTIFICATION



CITY OF NORTH LAS VEGAS

WRITTEN CERTIFICATION PURSUANT TO NRS 332.065(3)

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that it does not currently boycott Israel and will not boycott Israel during any time in which it is entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE DATE

TITLE

EXHIBIT "G"
Exceptions to North Las Vegas Service or Purchase Agreement



CITY OF NORTH LAS VEGAS

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Purchase and Service Agreement.

**AGREEMENT FOR PURCHASE OF D&B AUDIOTECHNIK B-STOCK PA SYSTEM
EQUIPMENT AND INSTALLATION SERVICES FOR THE CRAIG RANCH
REGIONAL PARK AMPHITHEATER**

This Agreement for Purchase of D&B Audiotechnik B-Stock PA System Equipment and Installation Services for the Craig Ranch Regional Park Amphitheater (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and [insert full legal name of Provider entity], a [insert entity type and state of origin] (“Provider”).

RECITALS

WHEREAS, the City desires to purchase D&B Audiotechnik B-Stock PA System equipment and installation services for the Craig Ranch Regional Park Amphitheater as more particularly described in the D&B Audiotechnik B-Stock PA System for the Craig Ranch Regional Park Amphitheater Request for Proposal, RFP 2023-009 (“RFP”), attached hereto as Exhibit A (“Products”);

WHEREAS, the City desires to purchase the Products, including an all-inclusive warranty, from Provider as outlined in this Agreement, and Provider agrees to sell, deliver, and install the Products upon the terms and conditions described in this Agreement, including Exhibit A and Provider’s Response to the RFP, attached hereto as Exhibit B;

WHEREAS, the City further desires to have Provider provide the installation services detailed in the RFP’s Scope of Work (“Services”) as outlined in this Agreement, upon the terms and conditions described in this Agreement; and

WHEREAS the Provider represents that it is an authorized reseller of the Products and Provider agrees to sell, deliver, and provide the Services 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 Provider agree to the following terms, conditions, and covenants:

**SECTION ONE
RESPONSIBILITY OF PROVIDER**

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider’s response to the RFP dated [insert date] attached hereto as Exhibit B, complying with the terms of the Request for Proposal, attached hereto as Exhibit A, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the RFP or as otherwise specified by the City.

1.3. If the Provider is shipping any of the Products to City prior to performing the Installation and Maintenance Services, the Provider shall ship the Products to a shipping address specified by the City ("Delivery Location") F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after the delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall perform the Services, and any related warranty and training services, in accordance with Exhibit A, Exhibit B, and the terms, conditions, and covenants of this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature scope, and payment for the Services as modified by the amendment.

1.5. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.6. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.7. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.8. The 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.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue until the Project is complete as determined by the City in its sole and complete discretion, whichever is later ("Term"). The City may pay the Provider for the Products and Services up to an amount not to exceed [insert value of contract] (\$_____).

2.2. The prices in the RFP will remain in effect for the Term of the Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
Attention: Accounts Payable
2250 Las Vegas Blvd., North, Suite 700
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider 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:

3.1.1. Provider is a duly formed and validly existing [insert entity type and state of origin] and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2. The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3. Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.1.4. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

3.1.5. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement, and such execution is binding on the Provider.

3.1.6. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

4.1.1. Workers' Compensation Insurance as required by the 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 the City or Provider.

4.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

4.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

4.1.4 Property Installation Floater covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

4.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

4.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:

4.2.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.2.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01

04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

4.2.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.2.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.2.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

4.2.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.2.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

4.3. Claims Made Policies: If any of the required policies provide claims-made coverage:

4.3.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.3.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

4.3.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

4.4. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to

require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.5. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION FIVE INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A and Exhibit B. This Section Six shall survive the completion of the Project, if applicable, and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN CONFIDENTIALITY AND AUTHORIZATION FOR ACCESS TO CONFIDENTIAL INFORMATION

7.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

7.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee,

agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION EIGHT TERMINATION

The City may terminate this Agreement at any time with or without cause upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided and installed by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products 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.

SECTION NINE NOTICES

9.1. All notices, demands, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile, or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:

City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North, Suite 710
North Las Vegas, NV 89030
Phone: 702-633-1745

To Provider:

9.2. 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 TEN SAFETY

10.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

10.2. Safety Equipment. Provider will supply all of his employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION ELEVEN MISCELLANEOUS

11.1. 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. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related top this Agreement or actions to enforce or interpret the terms of this Agreement.

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

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

11.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

11.5. Controlling Agreement. To the extent any of the terms or provisions in the Bid conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Bid or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

11.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 11.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

11.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties 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.

11.8. Time of Essence. Time is of the essence in the performance of this Agreement.

11.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

11.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected, and accepted.

11.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

11.12. 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.

11.13. Fiscal Funding Out. The 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 the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

11.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be 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 be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 11.14 shall survive the expiration or early termination of the Agreement.

11.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

11.16 Federal Funding. Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

11.17. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

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

City of North Las Vegas,
a Nevada municipal corporation

[REDACTED]
a [REDACTED]

By: _____
Pamela A. Goynes-Brown, Mayor

By: _____
Name: _____
Title: _____

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

RFP 2023-009

Please see attached page(s)

EXHIBIT B

Provider's Response to RFP

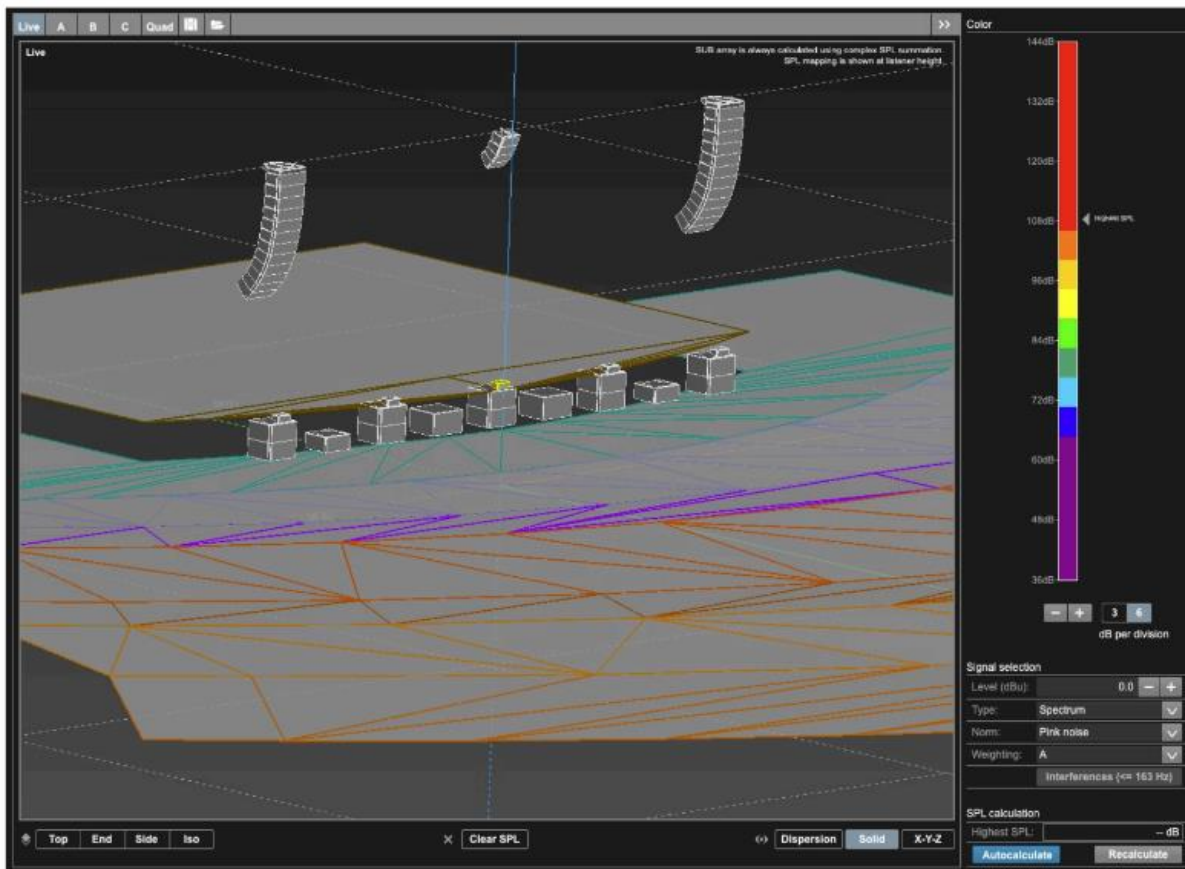
Please see attached page(s).

EXHIBIT H VISUAL PLAN



CITY OF NORTH LAS VEGAS

Please note the visual is only an image of what it would look like while up for a show.



Mayor
Pamela A. Goynes-Brown

Council Members
Isaac E. Barron
Ruth Garcia Anderson
Scott Black
Richard J. Cherchio



City Manager
Ryann Juden, J.D., Ph.D.

Finance Department

2250 Las Vegas Boulevard, North · Suite #708 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1463 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

November 30, 2023

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL ("RFP")
RFP 2023-009 D&B Audiotechnik B-Stock
PA System for the Craig Ranch Regional Park Amphitheater
ADDENDUM #1**

This addendum is issued to include the following language in the RFP.

Alternate and equivalent products will be considered. If proposing an alternative or equivalent please provide manufacturer specification sheets. Alternatives or equivalents must be approved by the City.

The following language has been changed.

Page #13 Description of Audio Product
6 X T10 front fill speaker (B-Stock)

Joy Yoshida

Joy Yoshida
Senior Buyer

Mayor
Pamela A. Goynes-Brown

Council Members
Isaac E. Barron
Ruth Garcia Anderson
Scott Black
Richard J. Cherchio



City Manager
Ryann Juden, J.D., Ph.D.

Finance Department

2250 Las Vegas Boulevard, North · Suite #708 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1463 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

December 14, 2023

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL ("RFP")
RFP 2023-009 D&B Audiotechnik B-Stock
PA System for the Craig Ranch Regional Park Amphitheater
ADDENDUM #2**

The deadline for questions for this proposal was 12:00 p.m., December 13, 2023.

The following are the questions that were received along with the answers to those questions.

Question 1. Clarification of programming at the Amphitheater ongoing, event types and timing.

Answer: Touring artist and fly dates for all genres including Electronic, Reggae, R&B, Hip-Hop, Latin, (Regional Mexican, Mariachi, Banda, Reggaeton) as well as Food & Cultural festivals and movie nights.

Question 2. Clarification of technical staffing currently at venue and who steered specificity of RFP line items and equipment in fitness to purpose.

Answer: Bud Pico, General Manager of Craig Ranch Regional Park and Amphitheater.

Question 3. Will the list of attendees to the pre-bid meeting that took place yesterday be posted?

Answer: Please see below

Question 4. Is there an engineer's estimate or budget/range for this project?

Answer: \$500,000 or less

Joy Yoshida

Joy Yoshida
Senior Buyer

**City of North Las Vegas
RFP 2023-009 D&B Audiotechnik B-Stock
PA System for the Craig Ranch Regional Park Amphitheater**

Optional Pre-Proposal Meeting held on December 5, 2023 at 10:00 a.m.
via Google Meet conference call
Conference Call Attendees

City of North Las Vegas

Joy Yoshida, Senior Buyer
Belia Guzman, Buyer
Valerie Derrick, Recreation Superintendent
Bud Pico, GM Craig Ranch Reg Park and Amphitheater

Vendors

David Robertson, CTS
SoloTech
7970 South Valley View Blvd., Suite 100,
Las Vegas, NV 89139
T 702-407-4410
Email: David.Robertson@solotech.com

Jerrold Cring, Director of AVLI
3G Productions
3950 W Harmon Ave Ste 7
Las Vegas, NV 89103
O: (702) 948-0459
Email: jcring@3glp.com

D'Jean Reid
Jamfest Music Group LLC
Phone 702-330-6546
Email: jamesfestmusicinfo@gmail.com

Tony Duffy, Principal Partner-Lightning Man Promotions INC.
LMP INC.
8913 Sheep Ranch Ct.- LV, NV 89143
312.560.5712 Mobile
Email: tony@lmpinc.co

EXHIBIT B

Provider's Response to RFP

Please see attached page(s).



RFP 2023-009 Addendum 2

3G Productions LLC

Supplier Response

Event Information

Number: RFP 2023-009 Addendum 2
Title: D&B Audiotechnik B-Stock PA System for the Craig Ranch Regional Park Amphitheater
Type: Request for Proposal
Issue Date: 11/28/2023
Deadline: 12/20/2023 01:00 PM (PT)
Notes: The City of North Las Vegas (CNLV) is soliciting bids from qualified suppliers to purchase a D&B Audiotechnik B-Stock PA System for the Amphitheater at Craig Ranch Regional Park with a turn-key portable system that provides all the components for a functional audio system. This system is a touring mobile system and is not a permanent install.

Contact Information

Contact: Joy Yoshida
Address: 2250 Las Vegas Blvd. Suite 820
North Las Vegas, NV 89030
Phone: 1 (702) 6331745
Email: yoshidaj@cityofnorthlasvegas.com

3G Productions LLC Information

Contact: Jerrod Cring
Address: 3950 W. Harmon Ave Suite 7
LAS Vegas, NV 89103
Phone: (702) 948-0459 x506
Email: jcring@3glp.com
Web Address: 3glp.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jerrod Cring
Signature

jcring@3glp.com
Email

Submitted at 12/18/2023 11:41:38 AM (PT)

Requested Attachments

Required Documents

3G productions RFP 2023-009
Submittal.pdf

Exhibits A, B, C, D, E and F, must be submitted as part of your proposal response.

Required Documents

3G productions RFP 2023-009
Submittal Exhibit G.pdf

Exhibit G must be submitted as part of your response. Any and all exceptions to CNLV service agreement must be noted in your response. All redlines to Exhibit G must be submitted as part of your response. No redlines will be accepted after proposal submission.

Bid Attributes

- | | |
|----------|--|
| 1 | Acknowledgment of Addendum #1
I acknowledge receipt of Addendum #1
<input checked="" type="checkbox"/> Acknowledgment of Receipt of Addendum #1 |
|----------|--|

- | | |
|----------|--|
| 2 | Acknowledgment of Addendum #2
I acknowledge receipt of Addendum #2
<input checked="" type="checkbox"/> Acknowledgment of Receipt of Addendum #2 |
|----------|--|

Mayor
Pamela A. Goynes-Brown

Council Members
Isaac E. Barron
Ruth Garcia Anderson
Scott Black
Richard J. Cherchio



City Manager
Ryann Juden, J.D., Ph.D.

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November 28, 2023

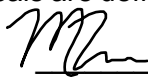
**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL ("RFP")
RFP 2023-009 D&B Audiotechnik B-Stock
PA System for the Craig Ranch Regional Park Amphitheater**

Proposals will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnva.com until **December 20, 2023 at 1:00 P.M.** local time (the "Proposal Due Date"). **A Proposal opening will be held on a conference call via Google Meet, Telephone# 909-654-5484, Meeting Pin# 599 449 861# on the RFP Due Date.**

An optional Pre-Proposal Meeting will be conducted at **10:00 A.M., local time, Tuesday, December 5, 2023, local time**, via Google Meet conference call, Telephone # 402-662-1142 Meeting Pin# 253 026 816#. The purpose of this meeting is to discuss the Request for Proposal requirements and answer any questions or concerns. Any and all questions asked during the Pre-Proposal meeting must be submitted in writing either via email or submitted in NGEM at the conclusion of the Pre-Proposal Meeting.

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Senior Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **December 13, 2023, at 12:00 p.m.** local time. All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

Proposal documents may be accessed on NGEM or on the City of North Las Vegas (City) Purchasing Web Page (listed above). 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. Capitalized terms contained in this Request for Proposals are defined in the Definitions section on page 10.


Marie Leake
Procurement Manager

Published Las Vegas Review Journal November 28, 2023

CITY OF NORTH LAS VEGAS
RFP 2023-009 D&B Audiotechnik B-Stock
PA System for the Craig Ranch Regional Park Amphitheater

SCOPE OF WORK

1. **Introduction:** The City of North Las Vegas (CNLV) is soliciting bids from qualified suppliers to purchase a D&B Audiotechnik B-Stock PA System for the Amphitheater at Craig Ranch Regional Park with a turn-key portable system that provides all the components for a functional audio system. This system is a touring mobile system and is not a permanent install.

Project Scope

A supplier shall order, supply, and provide all equipment, labor, install, and materials necessary to complete the audio system replacement. Freight is allowed to site. See attached documentation for product data and requirements.

This work shall include:

DESCRIPTION OF Audio Product:

- 8 x J8 and 4 x J12 per side (L&R)- B-Stock
- 4 x V8 for center fill- B-Stock
- 10x J-Subwoofers (3 x 18" speakers in a cardioid configuration)- B-stock
- 4 x J-Infra Subwoofers (3 x 21" speakers in a cardioid configuration- B-Stock
- 6 x T10 front fill speakers (new inventory)
- 14 x D80 amplifiers - B-Stock
- 5 x Amp Racks- B-Stock
- 1 x 200amp power distro (with feeder) (new inventory)
- 1 x Speaker cable package (new inventory)
- Custom Panels between designated climate-controlled amp room and outside speaker connections.
- Carts for all speakers provided in the Audio package. (used)
- Rigging Bumpers for J series & V series as required per the hang document. (used)
- 6 x 1-ton Tour Rig motors with cabling and distro (new)

Main PA Audio

QTY	DESCRIPTION
16	d&b J8 Loudspeaker B-Stock
8	d&b J12 Loudspeaker B-Stock
2	d&b J Flying Frame B-Stock
6	J-Carts (used) Cart for 4 x J series
10	d&b J-subwoofer B-Stock
4	d&b J-Infra B-Stock

Center Fill Audio

QTY	DESCRIPTION
4	d&b audiotechnik V8 Loudspeaker B-Stock
1	d&b audiotechnik V Flying Frame B-Stock
1	Custom V8 Cart B-Stock Cart for 4 x V8

Front Fill Audio

QTY	DESCRIPTION
6	d&b audiotechnik Z0550.001 T10 Loudspeaker NL4 (new or BStock)
2	d&b audiotechnik E7451.000 Touring case 4 x T10 (new or BStock)

Amplifiers Audio

QTY	DESCRIPTION
14	d&b D80 Amplifier B-Stock
5	D80 x Amp Rack B-Stock Amp rack to hold 3 x D80 Amplifiers with power and signal panels

Distro Audio (new)

QTY	DESCRIPTION
1	Motion Labs 1300-200A-12-2-00 200amp L2130 Power Distro
1	Motion Labs 1300-200A-12-2-00 100' Camlock 5 Wire Feeder Set, 2/0 AWG
1	Cable Trunk 45"x 30"
1	Motion Labs 1400-03-19-04-001 L21-30 Twistlock Cable, 8/5 SOW, 25FT

Cable Package for outside Panel to Speakers

QTY	DESCRIPTION
1	Cable Trunk 45" x 30" (new)
14	Whirlwind NL8-100 Cable - Speaker, NL8 Speakon to NL8 Speakon, 100', 13 AWG, 8 conductor (new)
12	Whirlwind NL4-002.5 Cable - Speaker, NL4 Speakon to NL4 Speakon, 2.5', 12 AWG, 4 conductor (new)
14	d&b audiotechnik Z5349.001 Adapter NLT8M to 2 x NLT4
2	Whirlwind NL4-100 Cable - Speaker, NL4 Speakon to NL4 Speakon, 100', 12 AWG, 4 conductor (new)
2	d&b audiotechnik SP T SPLITSET T Splitset NL4 (new)
4	Whirlwind NL4-010 Cable - Speaker, NL4 Speakon to NL4 Speakon, 10', 12 AWG, 4 conductor (new)
5	Custom Panels: Custom Panel #1- Amp room Connection (amplifier Racks to outside wall panel) Custom Panel #2- Amp room Connection (Amplifier racks to outside wall panel) Custom Panel #3- NEMA 4 outdoor enclosure with SL main and sub speaker connections Custom Panel #4- NEMA 4 outdoor enclosure with SR main and sub speaker connections Custom Panel #5 - NEMA 4 outdoor enclosure with Center fill and signal connections

Rigging (new)

QTY	DESCRIPTION
1	INDU-Electric TLE-L2130(H)-10/5S0-FT100 100'L21 Power Cable

6	Rigging Parts for rigging attachments
3	Calzone Motor Case for 2 Tour Rig Motors
6	INDU-Electric 100' 16/7 Motor Cable Motor cable
6	ShowSDT Tour Rig VTR1000LV2-03 Tour Rig SK Low Volt 1000kg Fixed Speed Electric Chain Hoist 208V Double Brakes 16FPM
120	ShowSDT V47070220SW02 Chain 7 x 22mm Black / Per Meter 25M
6	ShowSDT VRSCBL010-16.5 Chain Bag
1	Motion Labs 8 ch Motor Distro Motor distro & Control

Project timeframe:

- Order and supply to be completed within 180 days of supplier receiving Purchase Order.
- Supplier to provide drop off schedule with City of North Las Vegas employee until the project is complete. All deliveries require 48-hour minimum advanced notice of shipping date and 48-hour minimum advanced notice of delivery date.

Supplier shall be responsible for the following:

- Ordering, supply, labor, and delivery of product. Provide an all-inclusive warranty and customer service support for 6 months beginning on the date of substantial completion.
- Communication with City of North Las Vegas staff.
- Engineering services to include device locations, single line drawings and rack elevation drawings.
- Delivery or shipment of the specified components to the project installation site.
- Off-site fabrication to include pre-programming, testing and burn-in of all system components.
- Mounting of all proposed devices and components.
- Termination of low voltage cables for the system.
- Comprehensive programming, commissioning, testing and optimization of the systems for use.

- 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 five (5) 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.
- EXHIBIT F Written Certification Required by NRS 332.065(4) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.
- EXHIBIT G Template of City of North Las Vegas Purchase and Services Agreement. Any and all exceptions to the terms of this agreement with explanation must be turned in with electronic submission of the proposal.
- EXHIBIT H Visual Plan

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 Purchase and Installation 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)

Proposals will be evaluated based on the following:

- Superior ability or capacity to meet particular requirements of Contract and needs of City Department and those it serves;
- Superior prior experience of Respondent and its staff;
- Superior quality, efficiency, and fitness of proposed solution for City;
- Superior skill and reputation, including timeliness, and demonstrable results; and
- Cost.

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 Proposal 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.

9. Proposal Format

A. Proposals submitted in response to this RFP must include a cover letter signed by the person authorized to issue the proposal on behalf of the Applicant, and the following information, in the sections and order indicated:

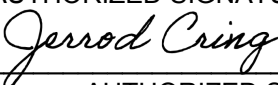
1. Table of Contents
2. Introduction/Executive Summary
 - Provide an overview of the services being sought and proposed scope of services.
3. Applicant Profile
 - Provide a narrative description of the Applicant itself, including the following:

- Applicant's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number;
 - A primary contact for the Applicant, including name, job title, address, telephone and fax numbers, and email address;
 - A description of Applicant's business background, including, if not an individual, Applicant's business organization (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in North Las Vegas and/or Nevada, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman-, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other information about Applicant's business organization that Applicant deems pertinent to this RFP.
4. Project Understanding
- Provide a brief narrative statement that confirms Applicant's understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the project that is the subject of this RFP. Applicant shall describe how the Applicant's business experience will benefit the project.
5. Proposed Scope of Work , including a cost proposal and project timetable (schedule), in accordance with, "Scope of Work," of this RFP.
6. Statement of Qualifications; Relevant Experience
- Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. If any minimum qualifications for performance are stated in this RFP, Applicant must include a statement confirming that Applicant meets such minimum requirements.

**City of North Las Vegas
Request for Proposal ("RFP")
RFP 2023-009 D&B Audiotechnik B-Stock
PA System for the Craig Ranch Regional Park Amphitheater**

**EXHIBIT "A"
PROPOSAL SUBMITTAL PAGE**

This Proposal is submitted in response to **RFP 2023-009 D&B Audiotechnik B-Stock PA System for the Craig Ranch Regional Park Amphitheater** and constitutes an offer by this company to enter into a contract as described herein.

Jerrod Cring	3G Productions LLC
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	LEGAL NAME OF FIRM
	12-18-2023
AUTHORIZED SIGNATURE	DATE
Director of AVLI	(702) 948-0459
TITLE	TELEPHONE NUMBER
3950 W Harmon Ave Suite 7	FAX NUMBER
ADDRESS OF FIRM	
Las Vegas	NV 89103
CITY	STATE ZIP CODE
E-MAIL ADDRESS: <u>jcring@3glp.com</u>	
CNLV-BUSINESS LICENSE NO: _____	
<u> x </u> A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED	

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
Name <i>3G PRODUCTIONS LLC</i>	RFP 2023-009 D&B Audiotechnik B-Stock PA System for the Craig Ranch Regional Park Amphitheater
Address <i>3950 W HARMON STE 7, 89103</i>	
Telephone <i>702-948-0459</i>	
EIN or DUNS <i>87-1543775</i>	

BLOCK 3	TYPE OF BUSINESS
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" 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.	MICHAEL CANNON	3950 W HARMON STE 7	702-948-0459
2.	KEITH CONRAD	3950 W HARMON STE 7	702-948-0459
3.	ANDREW ROSS	3950 W HARMON STE 7	702-948-0459
4.	JAVIER CURIEL	3950 W HARMON STE 7	702-948-0459
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 15 day of
DECEMBER, 2023

Notary Public



EXHIBIT "C"

QUALIFICATIONS AND EXPERIENCE RESPONDENT

Name: **3G Productions** _____

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

For over 15 years, 3G Productions has been the premier full-service live event production and installation company on the West Coast. We offer comprehensive services, from audio rental and production to equipment rentals, sales, and custom system integrations. Our team of experienced professionals ensure that your project is a success from start to finish. Let us help you create an unforgettable experience.

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: Crypto Arena

Company Address: 1111 S Figueroa St, Los Angeles , California 90015

Point of Contact: Armen Dembekjian Phone Number: 213.742.7231

E-Mail Address: adembekjian@cryptoarena.com

Brief Description of Contract Scope:

Full audio system replacement for Crypto Arena. All old speakers removed in the main arena removed and new speakers installed including new amps and racks in the catwalk. New FOH console and wireless microphones installed.

Term of Contract (Base plus Option Years): 1 year

Year of Base Contract Award: 2023 Year Contract Completed: 2023

Base Contract Amount: \$3.2 million Total Contract Amount (including all option years) \$3.2 million

Did the contract contain a liquidated damages clause? ☒ **YES** ☐ NO

If yes, were damages assessed? ☐ YES ☒ **NO** If yes, what was the amount assessed? \$ 0 _____

EXHIBIT "C"
QUALIFICATIONS AND EXPERIENCE RESPONDENT
(CONTINUED)

Example Contract 2:

Company Name: MGM – Grand Garden Arena

Company Address: 3799 S Las Vegas Blvd, Las Vegas, NV 89109

Point of Contact: Scott Preston Phone Number: 702-210-3355

E-Mail Address: spreston@grandgardenarena.com

Brief Description of Contract Scope:

Installation of new d&b audiotechnik speakers for the upper ring of the Grand Garden Arena. Including removal of the old speakers and installation of new amps, Q-sys control system and wiring in the IDF room.

Term of Contract (Base plus Option Years): 1-year

Year of Base Contract Award: 2023 Year Contract Completed: 2023

Base Contract Amount: \$180K. Total Contract Amount (including all option years) \$180K

Did the contract contain a liquidated damages clause? ☐ YES ☒ NO

If yes, were damages assessed? ☐ YES ☒ NO If yes, what was the amount assessed? \$ N/A

Example Contract 3:

Company Name: Pearl Theater at the Palms Hotel Las Vegas

Company Address: 4321 Flamingo Rd. Las Vegas, NV 89103

Point of Contact: Crystal Robinson. Phone Number: 866-942-7777

E-Mail Address: crystal.robinson@palms.com

Brief Description of Contract Scope:

Sale and installation of a new L-Acoustics audio system for the Pearl theater.

Term of Contract (Base plus Option Years): 1 year

Year of Base Contract Award: 2019 Year Contract Completed: 2019

Base Contract Amount: \$1.8 million Total Contract Amount (including all option years) \$1.8 million

Did the contract contain a liquidated damages clause? ☐ YES ☒ NO

If yes, were damages assessed? ☐ YES ☒ NO If yes, what was the amount assessed? \$ N/A

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, Keith Conrad, 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, KEITH CONRAD, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this 15 day of December, 2023

Signature [Signature]

State of NEVADA

County of CLARK

Signed and sworn to (or affirmed) before me on this 15 day of DECEMBER, 2023,
by KEITH CONRAD (name of person making statement).

Notary Signature

[Signature]



EXHIBIT "E"
NON-COLLUSION AFFIDAVIT



CITY OF NORTH LAS VEGAS

Non-Collusion Affidavit

State of NEVADA County of CLARK
KEITH COARAD being first duly sworn deposes that:

- (1) He/She is the CEO of 3G PRODUCTIONS LLC, 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): [Signature]
Title: CEO

Subscribed and sworn to before me this 15 day of DECEMBER 23

[Signature]
Notary Public

My Commission expires: DECEMBER 11, 2024



EXHIBIT "F"
WRITTEN CERTIFICATION



CITY OF NORTH LAS VEGAS

WRITTEN CERTIFICATION PURSUANT TO NRS 332.065(3)

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that it does not currently boycott Israel and will not boycott Israel during any time in which it is entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

<u>Jerrod Cring</u> AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	<u>Jerrod Cring</u> LEGAL NAME OF RESPONDENT
<u><i>Jerrod Cring</i></u> AUTHORIZED SIGNATURE	<u>12-18-2023</u> DATE

Director of AVLI
TITLE

EXHIBIT "G"
Exceptions to North Las Vegas Service or Purchase Agreement



CITY OF NORTH LAS VEGAS

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Purchase and Service Agreement.

Contract notes:

Section 1.2 - it states the products shall be new; However, this is a B stock system that has been used. It will be certified but not new.

**AGREEMENT FOR PURCHASE OF D&B AUDIOTECHNIK B-STOCK PA SYSTEM
EQUIPMENT AND INSTALLATION SERVICES FOR THE CRAIG RANCH
REGIONAL PARK AMPHITHEATER**

This Agreement for Purchase of D&B Audiotechnik B-Stock PA System Equipment and Installation Services for the Craig Ranch Regional Park Amphitheater (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and [insert full legal name of Provider entity], a [insert entity type and state of origin] (“Provider”).

RECITALS

WHEREAS, the City desires to purchase D&B Audiotechnik B-Stock PA System equipment and installation services for the Craig Ranch Regional Park Amphitheater as more particularly described in the D&B Audiotechnik B-Stock PA System for the Craig Ranch Regional Park Amphitheater Request for Proposal, RFP 2023-009 (“RFP”), attached hereto as Exhibit A (“Products”);

WHEREAS, the City desires to purchase the Products, including an all-inclusive warranty, from Provider as outlined in this Agreement, and Provider agrees to sell, deliver, and install the Products upon the terms and conditions described in this Agreement, including Exhibit A and Provider’s Response to the RFP, attached hereto as Exhibit B;

WHEREAS, the City further desires to have Provider provide the installation services detailed in the RFP’s Scope of Work (“Services”) as outlined in this Agreement, upon the terms and conditions described in this Agreement; and

WHEREAS the Provider represents that it is an authorized reseller of the Products and Provider agrees to sell, deliver, and provide the Services 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 Provider agree to the following terms, conditions, and covenants:

**SECTION ONE
RESPONSIBILITY OF PROVIDER**

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider’s response to the RFP dated [insert date] attached hereto as Exhibit B, complying with the terms of the Request for Proposal, attached hereto as Exhibit A, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the RFP or as otherwise specified by the City.

1.3. If the Provider is shipping any of the Products to City prior to performing the Installation and Maintenance Services, the Provider shall ship the Products to a shipping address specified by the City ("Delivery Location") F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after the delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall perform the Services, and any related warranty and training services, in accordance with Exhibit A, Exhibit B, and the terms, conditions, and covenants of this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature scope, and payment for the Services as modified by the amendment.

1.5. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.6. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.7. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.8. The 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.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue until the Project is complete as determined by the City in its sole and complete discretion, whichever is later ("Term"). The City may pay the Provider for the Products and Services up to an amount not to exceed [insert value of contract] (\$).

2.2. The prices in the RFP will remain in effect for the Term of the Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
Attention: Accounts Payable
2250 Las Vegas Blvd., North, Suite 700
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider 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:

3.1.1. Provider is a duly formed and validly existing [insert entity type and state of origin] and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2. The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3. Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.1.4. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

3.1.5. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement, and such execution is binding on the Provider.

3.1.6. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

4.1.1. Workers' Compensation Insurance as required by the 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 the City or Provider.

4.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

4.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

4.1.4 Property Installation Floater covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

4.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

4.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:

4.2.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.2.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01

04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

4.2.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.2.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.2.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

4.2.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.2.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

4.3. Claims Made Policies: If any of the required policies provide claims-made coverage:

4.3.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.3.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

4.3.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

4.4. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to

require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.5. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION FIVE INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A and Exhibit B. This Section Six shall survive the completion of the Project, if applicable, and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN CONFIDENTIALITY AND AUTHORIZATION FOR ACCESS TO CONFIDENTIAL INFORMATION

7.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

7.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee,

agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION EIGHT TERMINATION

The City may terminate this Agreement at any time with or without cause upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided and installed by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products 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.

SECTION NINE NOTICES

9.1. All notices, demands, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile, or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:

City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North, Suite 710
North Las Vegas, NV 89030
Phone: 702-633-1745

To Provider:

9.2. 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 TEN SAFETY

10.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

10.2. Safety Equipment. Provider will supply all of his employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION ELEVEN MISCELLANEOUS

11.1. 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. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

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

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

11.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

11.5. Controlling Agreement. To the extent any of the terms or provisions in the Bid conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Bid or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

11.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 11.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

11.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties 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.

11.8. Time of Essence. Time is of the essence in the performance of this Agreement.

11.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

11.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected, and accepted.

11.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

11.12. 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.

11.13. Fiscal Funding Out. The 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 the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

11.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be 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 be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 11.14 shall survive the expiration or early termination of the Agreement.

11.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

11.16 Federal Funding. Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

11.17. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

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

City of North Las Vegas,
a Nevada municipal corporation

[REDACTED]
a [REDACTED]

By: _____
Pamela A. Goynes-Brown, Mayor

By: _____
Name: _____
Title: _____

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

RFP 2023-009

Please see attached page(s)

EXHIBIT B

Provider's Response to RFP

Please see attached page(s).



PRODUCTIONS
LAS VEGAS · LOS ANGELES

Proposal To:

City of North Las Vegas

Craig Ranch d&b Audio technik B-Stock PA System Update

December 18, 2023

Project Number: 3GP-249

An aerial, black and white photograph of a large arena under construction. The arena floor is covered with scaffolding, equipment, and construction materials. Numerous vertical cables hang from the ceiling. The seating bowl is visible on the right side, with many seats in place. Workers are visible on the floor and in the stands.

Jerrod Cring
Director of AVLI
jcring@3glp.com
702-948-0459

EXECUTIVE SUMMARY

About 3G

For over 15 years, 3G Productions has been the premier full-service live event production and installation company on the West Coast. We offer comprehensive services, from audio rental and production to equipment rentals, sales, and custom system integrations. Our team of experienced professionals ensure that your project is a success from start to finish. Let us help you create an unforgettable experience.

Summary:

3G has prepared this quote to provide a d&b audiotechnik (d&b) "J" series audio system from 3G's inventory for the use at Craig Ranch. The primary use of the system is intended for the amphitheater, but the components could be deployed in multiple configurations and applications.

The quote is intended to be "turn-key" portable system and provides all the components for a functional audio system.

- 8 x J8 and 4 x J12 per side (L&R)- B-Stock
- 4 x V8 for center fill- B-Stock
- 10x J-Subwoofers (3 x 18" speakers in a cardioid configuration)- B-stock
- 4 x J-Infra Subwoofers (3 x 21" speakers in a cardioid configuration- B-Stock
- 6 x T10 front fill speakers- new inventory
- 14 x D80 amplifiers - B-Stock
- 5 x Amp Racks- B-Stock
- 1 x 200amp power distro (with feeder)
- 1 x Speaker cable package (new inventory)
- Custom Panels between designated climate controlled amp room and outside speaker connections.
- Carts for all speakers.
- Rigging Bumpers for J series & V series
- 6 x 1-ton Tour Rig motors with cabling and distro.

MAIN PA

AUDIO

QTY	DESCRIPTION	PRICE	TOTAL
16	D&B J8 Loudspeaker B-Stock	\$6,000.00	\$96,000.00
8	D&B J12 Loudspeaker B-Stock	\$6,000.00	\$48,000.00
2	D&B J Flying Frame B-Stock	\$2,000.00	\$4,000.00
6	3G Productions J-Carts (used) Cart for 4 x J series	\$0.00	\$0.00
10	D&B J-subwoofer B-Stock	\$4,000.00	\$40,000.00
4	D&B J-Infra B-Stock	\$4,500.00	\$18,000.00

CENTER FILL

AUDIO

QTY	DESCRIPTION	PRICE	TOTAL
4	d&b audiotechnik V8 Loudspeaker B-Stock	\$5,000.00	\$20,000.00
1	d&b audiotechnik V Flying Frame B-Stock	\$1,500.00	\$1,500.00
1	3G Productions Custom V8 Cart B-Stock Cart for 4 x V8	\$1,000.00	\$1,000.00

FRONT FILL (NEW)

AUDIO

QTY	DESCRIPTION	PRICE	TOTAL
6	d&b audiotechnik Z0550.001 T10 Loudspeaker NL4	\$3,563.53	\$21,381.18
2	d&b audiotechnik E7451.000 Touring case 4 x T10	\$1,192.94	\$2,385.88

AMPLIFERS

AUDIO

QTY	DESCRIPTION	PRICE	TOTAL
14	D&B D80 Amplifier B-Stock	\$8,000.00	\$112,000.00
5	3G Productions D80 x Amp Rack B-Stock Amp rack to hold 3 x D80 Amplifiers with power and signal panels	\$5,000.00	\$25,000.00

DISTRO (NEW)

AUDIO

QTY	DESCRIPTION	PRICE	TOTAL
1	Motion Labs 1300-200A-12-2-00 200amp L2130 Power Distro	\$10,281.33	\$10,281.33
1	Motion Labs 1300-200A-12-2-00 100' Camlock 5 Wire Feeder Set, 2/0 AWG	\$3,803.80	\$3,803.80
1	3G Productions Cable Trunk	\$1,133.33	\$1,133.33
1	Motion Labs 1400-03-19-04-001 L21-30 Twistlock Cable, 8/5 SOW, 25FT	\$296.77	\$296.77

CABLE (NEW)

AUDIO

QTY	DESCRIPTION	PRICE	TOTAL
1	3G Productions Cable Trunk	\$1,133.33	\$1,133.33
14	Whirlwind NL8-100 Cable - Speaker, NL8 Speakon to NL8 Speakon, 100', 13 AWG, 8 conductor	\$664.36	\$9,301.04
12	Whirlwind NL4-002.5 Cable - Speaker, NL4 Speakon to NL4 Speakon, 2.5', 12 AWG, 4 conductor	\$33.85	\$406.20
14	d&b audiotechnik Z5349.001 Adapter NLT8M to 2 x NLT4F	\$342.33	\$4,792.62
2	Whirlwind NL4-100 Cable - Speaker, NL4 Speakon to NL4 Speakon, 100', 12 AWG, 4 conductor	\$325.40	\$650.80

QTY	DESCRIPTION	PRICE	TOTAL
2	d&b audiotechnik SP T SPLITSET T Splitset NL4	\$237.47	\$474.94
4	Whirlwind NL4-010 Cable - Speaker, NL4 Speakon to NL4 Speakon, 10', 12 AWG, 4 conductor	\$50.40	\$201.60
5	3G Productions Custom Panel	\$1,500.00	\$7,500.00

RIGGING

AUDIO

QTY	DESCRIPTION	PRICE	TOTAL
1	INDU-ELECTRIC TLE-L2130(H)-10/5SO-FT100 100' L21-30 Power Cable	\$344.38	\$344.38
6	3G Productions Rigging Parts for rigging attachments	\$609.76	\$3,658.56
3	CALZONE Motor Case Case for 2 x Tour Rlg Motors	\$1,218.75	\$3,656.25
6	INDU-ELECTRIC 100' 16/7 Motor Cable Motor cable	\$251.92	\$1,511.52
6	ShowSDT Tour Rig VTR1000LV2-03 Tour Rig SK Low Volt 1000kg Fixed Speed Electric Chain Hoist 208V Double Brakes 16FPM	\$5,071.25	\$30,427.50
120	ShowSDT V47070220SW02 Chain 7 x 22mm Black / Per Meter 25M (cost included with motor)	\$0.00	\$0.00
6	ShowSDT VRSCBL010-16.5 Chain Bag (cost included with motor)	\$0.00	\$0.00
1	Motion Labs 8 ch Motor Distro Motor distro & Control	\$4,875.00	\$4,875.00

INSTALL LABOR

AUDIO

QTY	DESCRIPTION	PRICE	TOTAL
1	Labor Install Design System design and Drawings		\$3,150.00
1	Labor Project Manager		\$6,300.00
1	Labor Install Technicians On-site labor for installtion		\$10,080.00

QTY	DESCRIPTION	PRICE	TOTAL
2	Labor 3G Show Support		\$1,500.00

Exclusions & Inclusions

Standard Inclusion/Exclusion

Exclusions:

Please review the exclusions identified below as services, equipment, materials, and trades 3G will not be responsible for. Each of these items will be considered as “Provided by others”.

- Structural engineering services related to the buildings' structure and load capacity, approval of 3G's attachment drawings and approval of 3G's proposed ways and means.
- Installation of all required electrical circuits, receptacles and services as specified by 3G. We strongly recommend the use of isolated ground circuits for all technical electrical services.
- Installation of all required low voltage conduits, raceways and junction boxes as required for the installation of the specified system and indicated within shop drawings provided by 3G. 3G's proposal and pricing assumes all raceways and wire paths are existing and capable of supporting the proposed system design.
- Provision and installation of any fiber optic or low voltage cabling other than those portable cables that have been specified in this proposal. It is assumed that any existing cabling is in good working order and meets the specifications for this system
- Installation of equipment other than those specifically identified in the contracted Bill of Materials.
- Demolition of any existing wall surface or obstruction to the installation
- Trade specific services including but not limited to electrical, carpentry, flooring, flooring finishes, painting, wall finishes, plumbing, etc.
- Any overtime labor or expedited shipping costs for delivery or completion dates other than those stated above.

Inclusions:

3G will provide the following installation services:

- Engineering services to include device locations, single line drawings and rack elevation drawings.
- Delivery or shipment of the specified components to the project installation site.
- Off-site fabrication to include pre-programming, testing and burn-in of all system components.
- Mounting of all proposed devices and components.
- Termination of low voltage cables for the system.
- Comprehensive programming, commissioning, testing and optimization of the systems for use.

Warranty

Warranty:

3G will provide the following warranty and support services for 6 months, beginning on the date of substantial completion:

- A technician will be on call from 9:00am- 9:00pm PST, 7 days per week, Monday-Friday, excluding Holidays. During this on-call period, 3G guarantees a maximum 4 hour response time by email and/or phone to any requests for service or support.
- If the matter is an emergency, 3G will provide onsite technical support within 48 hours. An emergency shall be deemed as a non-conformity or system failure that prevents the use of the system and excludes Holidays and Weekends.
- If the matter requires onsite attention but is not an emergency, 3G will provide onsite technical support within 72-96 hours depending upon the customer's scheduled use of the system.
- If the matter does not require onsite support, 3G will provide unlimited phone and email support, including but not limited to, remote desktop control software for troubleshooting.
- If onsite service is required, 3G will troubleshoot faulty components and either repair them onsite or send them to the manufacturer for repair.
- Please note that failures, damages and repairs related to operational errors, abuse, acts of God or circumstances beyond the control of 3G or the manufacturer may not be covered under warranty and may incur costs at the time of service.
- Please refer to the warranty statements from each manufacturer for their guidelines regarding warranty repair.

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE

50% deposit
40% upon delivery
10% upon completion

EQUIPMENT TOTAL \$473,716.03

SHIPPING TOTAL \$4,777.00

LABOR TOTAL \$21,030.00

SUBTOTAL \$499,523.03

TOTAL SALES TAX \$0.00

PROJECT TOTAL \$499,523.03

TERMS

I accept this proposal and hereby authorize 3G Productions to proceed with the purchasing and installation of the included systems at the facilities of City of North Las Vegas at 628 W Craig Rd North Las Vegas, NV 89302 as described in the totality of this document. I further authorize 3G Productions to be granted access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to 3G Productions. In keeping with the Terms of Payment listed above.

All additional terms and conditions will be determined in the final project agreement.

This proposal is valid only if accepted in writing by City of North Las Vegas and deposit payment received no later than November 30, 2023.

ACCEPTANCE

CITY OF NORTH LAS VEGAS

SIGNED

DATE

PRINT NAME

TITLE

3G PRODUCTIONS

SIGNED

DATE

PRINT NAME

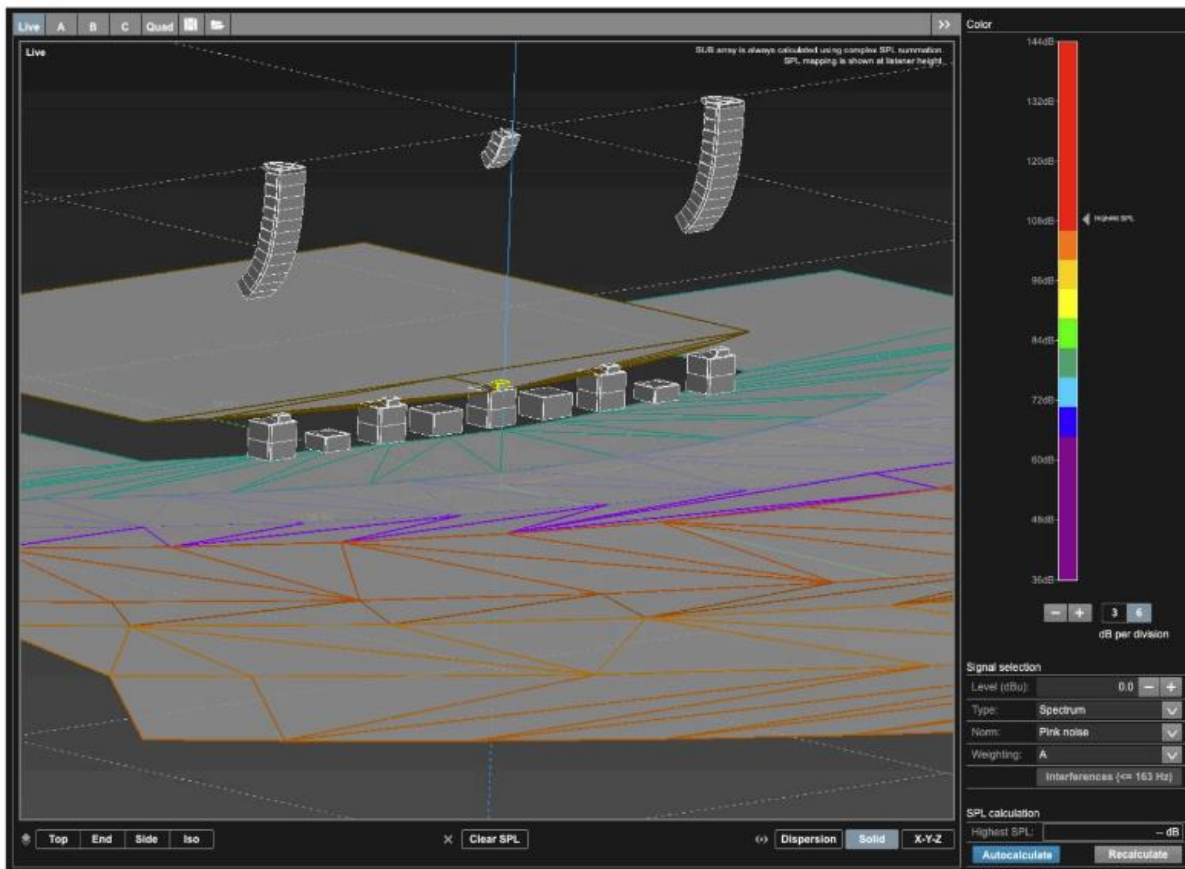
TITLE

EXHIBIT H VISUAL PLAN

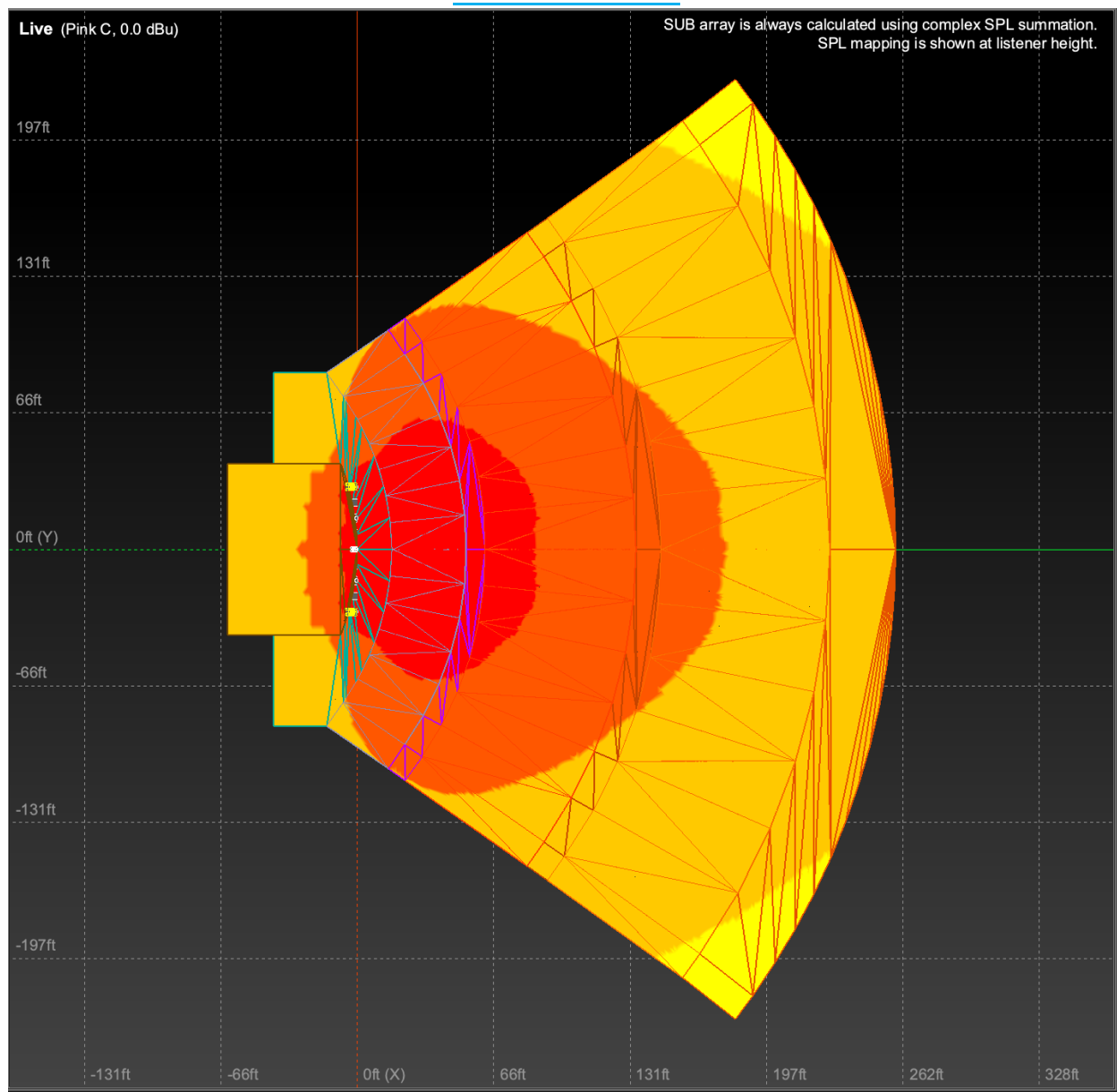


CITY OF NORTH LAS VEGAS

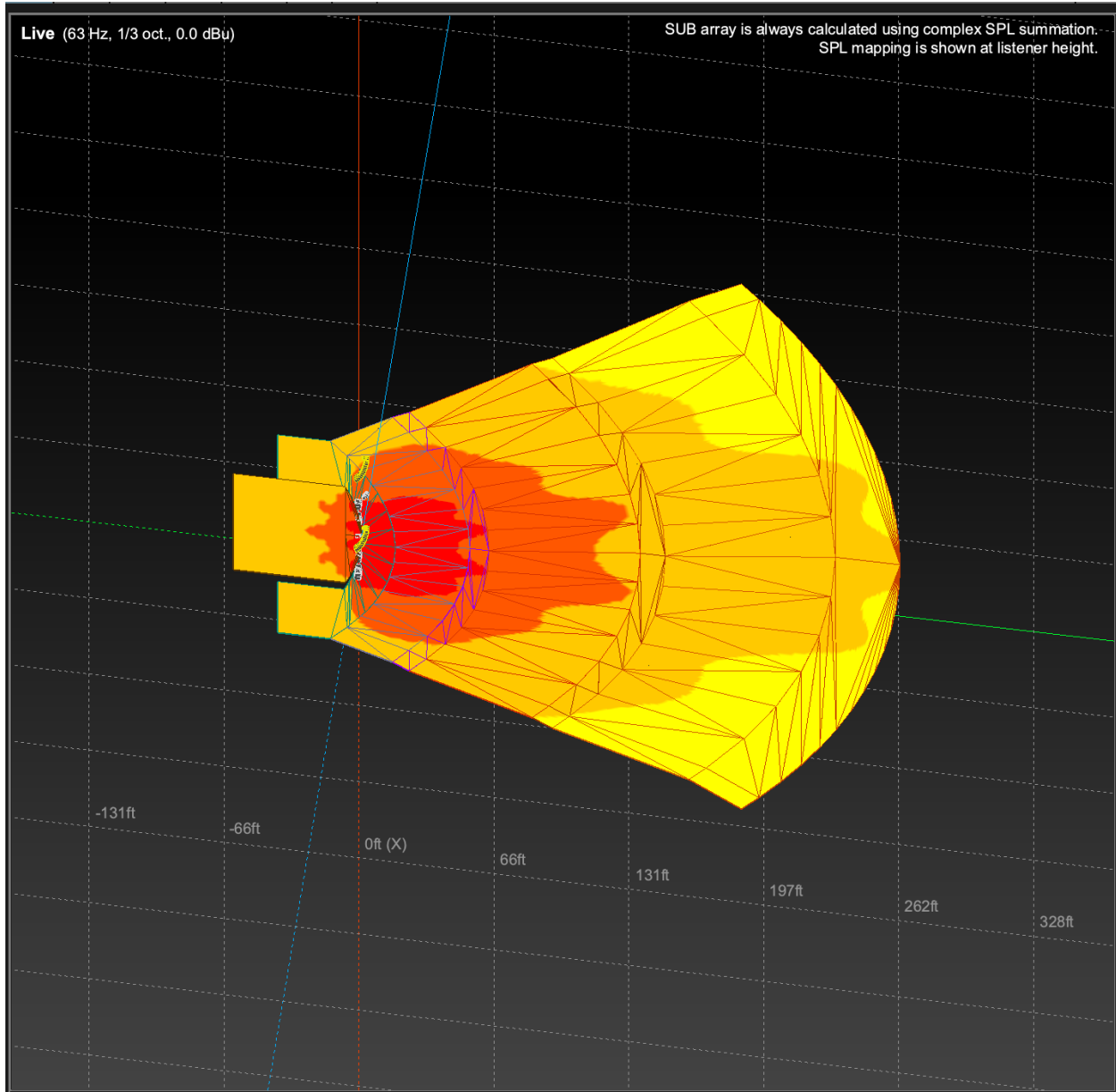
Please note the visual is only an image of what it would look like while up for a show.



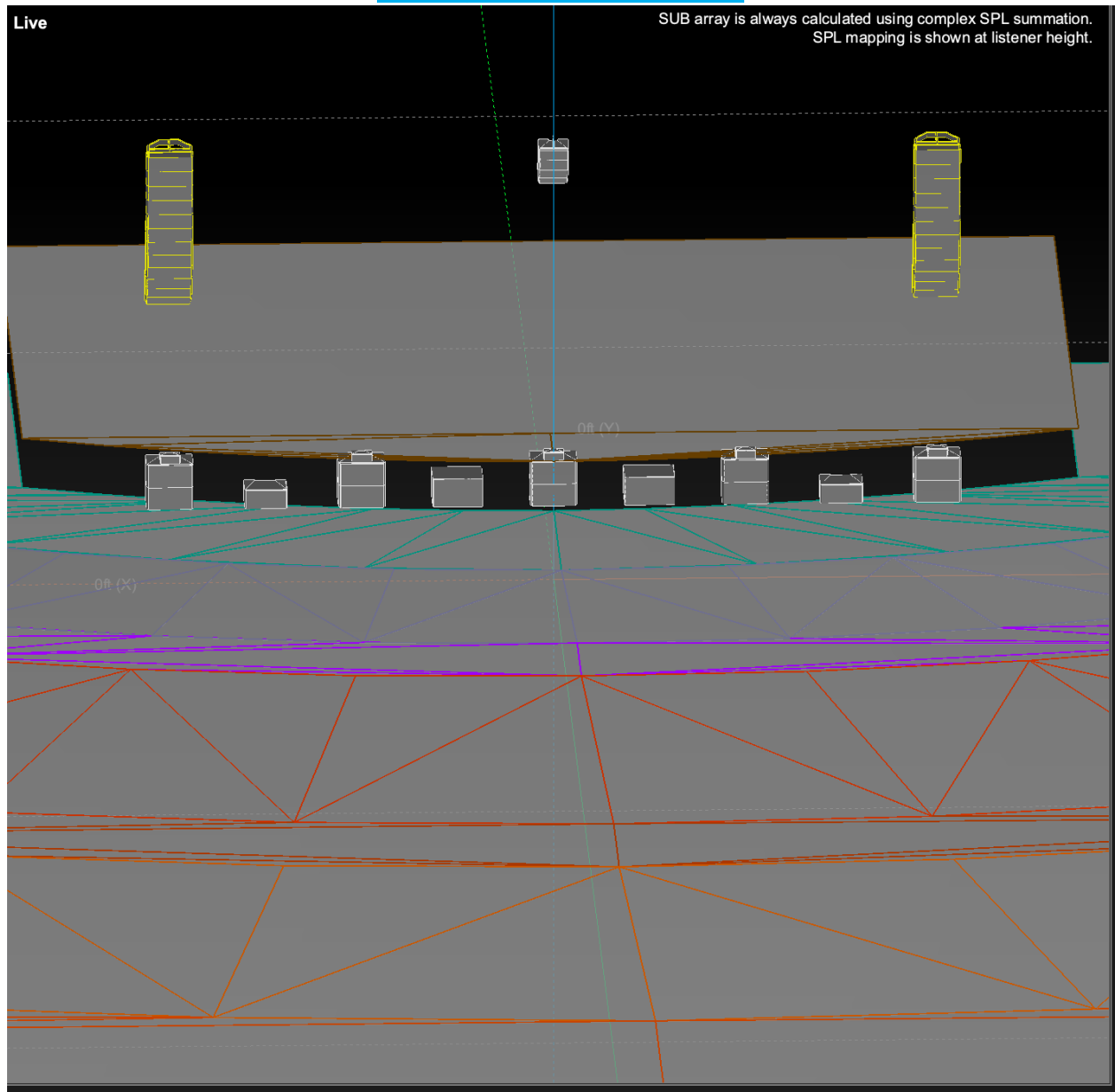
Full system Coverage
Pink Noise- C Weighted
120.6 max SPL



Subwoofer Coverage @ 63Hz- 131 db maximum SPL



Full System- Front view



BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

**3G PRODUCTIONS LLC
3950 W HARMON STE 7
LAS VEGAS, NV 89103**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **TRCK-001027-2023** Expiration Date: **02/29/2024**

License Type: **TRUCKING**

Classification: **TRUCKING**

Business Location: **3G PRODUCTIONS LLC
3950 W HARMON AVE STE 7
LAS VEGAS, NV 89103**

Owner/Principal(s): **3G PRODUCTIONS LLC**

**CITY OF
NORTH LAS VEGAS**



Alfredo Mefesio
Director of Land Development &
Community Services

**This license is not transferable
POST IN A CONSPICUOUS PLACE**

Southern Nevada Office
8400 West Sunset Road, Suite 150
Las Vegas, Nevada 89113
(702) 486-1100
www.nscb.nv.gov

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141
www.nscb.nv.gov

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
3G PRODUCTIONS LLC

Licensed since May 22, 2023

License No. **0090679**

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

3G II LLC, Manager
KEITH CONRAD, CEO
ANDREW ROSS, CFO
JERROD CRING, QI

C-2D Low Voltage

LIMIT: \$1,000,000
EXPIRES: 05/31/2025


Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

3G PRODUCTIONS LLC
3950 HARMON AVE
SUITE 7
LAS VEGAS, NV 89103

LIC. NO.
0090679

EXPIRES:
05/31/2025

LIMIT: \$1,000,000

Class: C-2D

STATE OF NEVADA STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
8400 West Sunset Road, Suite 150, Las Vegas, Nevada 89113

POCKET CARD RE-ORDER FORM

Enclosed is \$_____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

3G PRODUCTIONS LLC
3950 HARMON AVE
SUITE 7
LAS VEGAS, NV 89103

EXHIBIT "G"
Exceptions to North Las Vegas Service or Purchase Agreement



CITY OF NORTH LAS VEGAS

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Purchase and Service Agreement.

Contract notes:

Section 1.2 - it states the products shall be new; However, this is a B stock system that has been used. It will be certified but not new.

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

**3G PRODUCTIONS LLC
3950 W HARMON STE 7
LAS VEGAS, NV 89103**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **TRCK-001027-2023** Expiration Date: **08/31/2024**

License Type: **TRUCKING**

Classification: **TRUCKING**

Business Location: **3G PRODUCTIONS LLC
3950 W HARMON AVE STE 7
LAS VEGAS, NV 89103**

Owner/Principal(s): **3G PRODUCTIONS LLC**

**CITY OF
NORTH LAS VEGAS**



Alfredo Mefesio
Director of Land Development &
Community Services

**This license is not transferable
POST IN A CONSPICUOUS PLACE**



3GPRODU-02

MIAG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Snapp & Associates Insurance Services, LLC 3838 Camino Del Rio, N. Ste. 310 San Diego, CA 92108	CONTACT NAME:		
	PHONE (A/C, No, Ext): (619) 908-3100	FAX (A/C, No): (619) 908-3110	
	E-MAIL ADDRESS: Service@snappins.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great Divide Insurance Co.		25224
	INSURER B: Berkley National Insurance Co		38911
	INSURER C: Insurance Company of the West		27847
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	CPA751657412	10/1/2023	10/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
									\$
		GEN'L AGGREGATE LIMIT APPLIES PER:							
			X	POLICY					
				PRO-JECT					
				LOC					
				OTHER:					
B		AUTOMOBILE LIABILITY			CAA751657512	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
		X HIRE AUTOS ONLY						BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
									\$
A	X	UMBRELLA LIAB			CUA751657612	10/1/2023	10/1/2024	EACH OCCURRENCE	\$ 10,000,000
		EXCESS LIAB						AGGREGATE	\$ 10,000,000
									\$
		DED							\$
		RETENTION \$							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WSD506242302	10/1/2023	10/1/2024	X PER STATUTE	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A		Equipment Floater			CPA751657412	10/1/2023	10/1/2024	Misc. Equipment	25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Operations of the named insured subject to the terms and conditions of the policy. The City, its officers, officials, employees, and volunteers are named as additional insured on a primary noncontributory basis per the attached endorsement. Waiver of Subrogation applies with respects to General Liability and Worker's Compensation policies per the attached endorsements. 30* days' notice of cancellation, 10* days' notice of cancellation in the event of nonpayment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of North Las Vegas 2250 Las Vegas Blvd N North Las Vegas, NV 89030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

As Required By Written contract Prior to Loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE – NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph **4. Other Insurance**, subparagraph **a.**, **Primary Insurance is amended as follows:**

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in c. below. If the Named Insured has entered into an "insured contract" requiring that this insurance be primary and non-contributory, we will abide by that contract requirement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person Or Organization:
As Required By Written Contract Prior to Loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION FOR
WHOM THE NAMED INSURED IS
REQUIRED UNDER WRITTEN CONTRACT
TO FURNISH THIS WAIVER, FOR
NEVADA OPERATIONS ONLY.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10-01-23** Policy No. **WSD 5062423 02**
Insured **3G PRODUCTIONS LLC**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By _____