

**DOLORES HUERTA RESOURCE CENTER (DHRC)  
COMMUNITY RESOURCE CENTER OPERATOR SERVICES AGREEMENT**

This Dolores Huerta Resource Center (DHRC) Community Resource Center Operator Services Agreement (“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 CPLC Nevada, Inc., a Nevada nonprofit corporation (“Provider”).

**WITNESSETH:**

WHEREAS, the City requires management and operation services for its community resource center, as more particularly described in the Dolores Huerta Resource Center (DHRC) Community Resource Center Operator Request for Proposal RFP 2024-002 (“RFP”) attached hereto as Exhibit A (“Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

**SECTION ONE  
SCOPE OF SERVICES**

1.1. Provider shall perform the Services in accordance with the terms, conditions, and covenants set forth in this Agreement, the RFP, incorporated herein and attached as Exhibit A, Services Provider’s response to the RFP dated February 4, 2024, incorporated herein and attached as Exhibit B, and the Revised Proposal, incorporated herein and attached as Exhibit C.

1.2. The DHRC location is to be determined.<sup>1</sup> Provider shall perform the Services in accordance with the RFP from the City-selected location for the DHRC.

1.3. 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  
TERM**

This Agreement shall commence on the Effective Date and will continue to be in effect for two (2) years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

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<sup>1</sup> The City is currently in escrow for property located at 1737 Hunkins Drive, North Las Vegas, NV 89030 (the “Property”). As long as the sale closes, the DHRC shall be located at the Property and shall be operated by Provider in accordance with the scope of services in the RFP.

**SECTION THREE  
COMPENSATION**

Provider will provide the Services at the rate specified in Exhibit A, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is One Million, Seventy-Two Thousand, Nine Hundred Forty Dollars and 00/100 (\$1,072,940.00) for Year #1 and One Million, Twenty-Three Thousand, Four Hundred Forty-Three Dollars and 00/100 (\$1,023,443.00) for Year #2 as specified in Schedule A below. The total not to exceed amount of this Agreement is Two Million Ninety-Six Thousand, Three Hundred Thirty-Eight Dollars and 00/100 (\$2,096,383.00).

Schedule A	
Fiscal Year:	Amount:
Year #1	\$ 1,072,940.00
Year #2	\$ 1,023,443.00
<b>TOTAL:</b>	<b>\$ 2,096,383.00</b>

**SECTION FOUR  
TERMINATION OR SUSPENSION OF SERVICES**

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City, through its City Manager or his/her designee, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

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**SECTION FIVE  
PROVIDER REPRESENTATIONS AND WARRANTIES**

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. 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.

5.1.3. 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.

**SECTION SIX  
INDEMNIFICATION**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, 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 Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

**SECTION SEVEN  
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 EIGHT  
CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL  
INFORMATION**

8.1. 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.

8.2. 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 NINE  
INSURANCE**

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. 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.

9.1.2. 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 \$3,000,000.00 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.

9.1.3. 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.

9.1.4. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$2,000,000.00 per occurrence or claim, \$4,000,000.00 aggregate.

9.1.5. 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.

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

9.1.6.1. 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).

9.1.6.2. 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.

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

9.1.6.4. 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.

9.1.6.5. 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.

9.1.6.6. 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.

9.1.6.7. 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.

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

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

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

9.1.6.8.3. 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.

9.1.7. 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.

9.1.8. 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 TEN NOTICES**

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by email, personal service, hand delivery or United States mail at the following addresses:

To City:	City of North Las Vegas Attention: Joy Yoshida 2250 Las Vegas Blvd., North, Suite 820 North Las Vegas, NV 89030 Phone: 702-633-1745
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To Provider: CPLC Nevada, Inc.  
Attention: Amanda Bernal  
555 N. Maryland Pkwy  
Las Vegas, NV 89101  
Phone: 702-207-1614  
Email: Amanda.bernal@cplc.org

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

## **SECTION ELEVEN SAFETY**

11.1. 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. Provider 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.

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

## **SECTION TWELVE ENTIRE AGREEMENT**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

## **SECTION THIRTEEN MISCELLANEOUS**

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

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

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibits A, B, or C 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 Exhibits A, B, or C 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.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of 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.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. 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 Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. 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 Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys’ fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier 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.

13.18. 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.

13.19. 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 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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13.20. Use of Funds.

13.20.1. Provider understands and agrees that the funds disbursed under this Agreement may only be used in compliance with section 603(c) of the Social Security Act (the Act), United States Department of the Treasury's regulations implementing that section, and guidance issued by the United States Department of the Treasury (the "Treasury") regarding the foregoing.

13.20.2. Provider will determine prior to engaging in any project using the funding that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

13.21. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Provider may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

13.22. Reporting. Provider agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

13.23. Maintenance of and Access to Records.

13.23.1. Provider shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulation implementing those sections, and guidance regarding the eligible use of funds.

13.23.2. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Provider in order to conduct audits or other investigations.

13.23.3. Records shall be maintained by Provider for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

13.24. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this Agreement.

13.25. Administrative Costs. Provider may use funds provided under this award to cover both direct and indirect costs.

13.26. Cost Sharing. Cost sharing or matching funds are not required to be provided by Provider.

13.27. Conflicts of Interest. Provider understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Provider and subcontractors must disclose

in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.112.

13.28. Compliance with Applicable Law and Regulations. Provider agrees to comply with the requirements of sections 602 and 603 of the Social Security Act (the “Act”), regulations adopted by the Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Provider also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Provider shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Agreement.

13.28.1. Federal regulations applicable to this Agreement include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

13.28.2. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

13.29. Remedial Actions. In the event of Provider’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

13.30. Hatch Act. Provider agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

13.31. False Statements. Provider understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13.32. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of North Las Vegas by the U.S. Department of the Treasury.”

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13.33. Debts Owed the Federal Government.

13.33.1. Any funds paid to Provider (1) in excess of the amount to which Provider is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Provider shall constitute a debt to the federal government.

13.33.2. Any debts determined to be owed the federal government must be paid promptly by Provider. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Provider knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13.34. Disclaimer.

13.34.1. The United States expressly disclaims any and all responsibility or liability to Provider or third persons for the actions of Provider or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

13.34.2. The acceptance of this award by Provider does not in any way establish an agency relationship between the United States and Provider.

13.35. Protections for Whistleblowers.

13.35.1. In accordance with 41 U.S.C. § 4712, Provider may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

13.35.2. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;

- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Provider, contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

13.35.3. Provider shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

13.36. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Provider should encourage its employees and subcontractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

13.37. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Provider should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Provider should establish workplace safety policies to decrease accidents caused by distracted drivers.

13.38. Compliance with Title VI of the Civil Rights Act of 1964. The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

13.39. Records and Auditing. Provider shall maintain accurate and complete books, documents, accounting records and other records pertaining to the goods and services for six (6) years (or longer as required by applicable law) from the later of the date of final payment under this Purchase Order or the City's acceptance of the goods and services. Provider shall make such records available to the City for inspection, audit, examination, reproduction, and copying at Provider's offices at all reasonable times. However, if requested, Provider shall furnish copies of said records at its expense to the City, within seven (7) business days of the request.

13.40. Remedies. Contracts for more than the Federal simplified acquisition threshold which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant

to this rule, when Federal funds are expended by the City, the City reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

13.41. Termination for Cause and for Convenience. When Federal funds are expended by the City, City reserves the right to immediately terminate any contract in excess of the Federal Micro-purchase threshold resulting from the procurement process in the event of a breach or default of the agreement by Vendor, in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; 2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The City also reserves the right to terminate the contract immediately, with written notice to the Vendor, for convenience, if City believes, in its sole discretion that it is in the best interest of the City to do so. Vendor will be compensated for work performed and accepted and goods accepted by the City as of the termination date if the contract is terminated for convenience of City. Any award under the procurement process is not exclusive and the City reserves the right to purchase goods and services from other vendors when it is in the best interest of the City.

13.42. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

13.43. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to

which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

13.44. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

13.45. Rights to Inventions made under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

13.46. Clean Air Act and the Federal Water Pollution Control Act. Contracts and sub-grants of amounts in excess of the Federal simplified acquisition threshold must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). If applicable, the contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Clean Air Act, as amended, 33 U.S.C. 1251 et seq. Further, the contractor agrees to report each violation to the City and the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Finally, the contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

13.47. Suspension and Debarment.

13.47.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Provider is required to verify that none of the Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. §

180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

13.47.2. By entering into this contract, 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.

13.47.3. The Provider must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

13.47.4. This certification is a material representation of fact relied upon by the City. If it is later determined that the Provider did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Provider agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this contract. The Provider further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13.48. Byrd Anti-Lobbying Amendment. Providers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

13.48.1. Pursuant to this Federal rule, when Federal funds are expended by the City, Provider certifies that during the term and after the awarded term of an award for all contracts by the City resulting from the procurement process, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

13.48.1.1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

13.48.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

13.48.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

13.49. Procurement of Recovered Materials. When Federal funds are expended by the City, the City and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds the Federal Micro-purchase threshold or the value of the quantity acquired during the preceding fiscal year exceeded the Federal Micro-purchase threshold; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13.49.1. Pursuant to this Federal rule, when Federal funds are expended by the City, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Provider certifies, by signing this contract, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

13.50. Required Affirmative Steps For Small, Minority, And Women-Owned Firms For Contracts Paid For With Federal Funds. When Federal funds are expended by the City, Provider is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small

and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

13.51. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

13.51.1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

13.51.1.1. Procure or obtain;

13.51.1.2. Extend or renew a contract to procure or obtain; or

13.51.1.3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

13.51.1.3.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

13.51.1.3.2. Telecommunications or video surveillance services provided by such entities or using such equipment.

13.51.1.3.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

13.51.2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for

those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

13.52. Domestic Preferences for Procurements.

13.52.1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

13.52.2. For purposes of this section:

13.52.2.1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

13.52.2.2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13.53. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Provider, or any other party pertaining to any matter resulting from this contract.

13.54. Program Fraud and False or Fraudulent Statements or Related Acts. The Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Provider's actions pertaining to this contract.

[The remainder of this page is left intentionally blank. Signature page follows.]

**IN WITNESS WHEREOF**, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,  
a Nevada municipal corporation

CPLC Nevada, Inc.,  
a Nevada nonprofit corporation

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

DocuSigned by:  
*Rupert Ruiz*  
211194E646D0497...  
By: \_\_\_\_\_  
Name: Rupert Ruiz  
Title: President

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Andy Moore, Acting City Attorney

EXHIBIT A

RFP 2024-002

Please see the 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) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868  
[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

**January 22, 2024**

### **CITY OF NORTH LAS VEGAS REQUEST FOR PROPOSAL (“RFP”) RFP 2024-002 Dolores Huerta Resource Center (DHRC): Community Resource Center Operator**

Proposals will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at [www.ngemnv.com](http://www.ngemnv.com) until **February 5, 2024 at 10:00 A.M.** local time (the “Proposal Due Date”). **A Proposal opening will be held on a conference call via Google Meet, Telephone# 605-620-1325, Meeting Pin# 210 050 904# on the RFP Due Date.**

An optional Pre-Proposal Meeting will be conducted at **10:00 A.M., local time, January 29, 2024** via Google Meet conference call, Telephone # 385-999-6184, Meeting Pin# 812 466 185#. 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, Buyer, at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com). The cut-off time for all questions is **January 31, 2024, 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.

*Joy Yoshida*

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Joy Yoshida  
Senior Buyer

Published Las Vegas Review Journal January 22, 2024

**CITY OF NORTH LAS VEGAS  
REQUEST FOR PROPOSAL (“RFP”)  
RFP 2024-002 Dolores Huerta Resource Center (DHRC):  
Community Resource Center Operator**

**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](http://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](mailto: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 commence on the Effective Date for a term of two years with the option to renew for two (2) one-year periods at the sole discretion of the City Manager or designee.

**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 \$3,000,000.00 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.

**PROFESSIONAL LIABILITY (Errors and Omissions):** Insurance appropriate to the Provider's profession, with a limit no less than \$2,000,000.00 per occurrence or claim, \$4,000,000.00 aggregate.

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.

**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 the initial term of the 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, 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.

Wilson Ramos, Director Community Services and Engagement. He or his designee is responsible for monitoring the project and is responsible for any requested changes by the Respondent. He can be reached at (702) 633-1441, Monday through Thursday, 7:00 a.m. to 6:00 p.m.

The cutoff time for any questions regarding this Request for Proposal is January 31, 2024 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 2024-002 Dolores Huerta Resource Center (DHRC):**  
**Community Resource Center Operator**

**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** –lawyers 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 2024-002 Dolores Huerta Resource Center (DHRC):**  
**Community Resource Center Operator**

**SCOPE OF WORK**

- 1. Introduction:** The selected Non-Profit Provider (“DHRC Operator” or “Center Operator”) shall operate and coordinate service providers and services for the Dolores Huerta Community Center (“DHRC” or “Center”) on behalf of the City of North Las Vegas (“CNLV” or the “City”). The purpose of this Scope of Work is to outline the responsibilities, deliverables, and expectations associated with the operation of the DHRC. The specific location of the DHRC is to be determined. The Scope of Work may be carried out in phases as the Center opens and begins operations depending on the City needs and approvals. Proposals should be based on providing staffing to operate a center within the following general specifications:

  - a. The City intends for the Center to be in a location near downtown North Las Vegas and to include no more than 10,000 square feet of space.
  - b. The City has a list of service providers willing to bring satellite operations to the Center and the City intends to have the Center host up to twenty (20) providers that focus on promoting CNLV’s residents’ well-being, education, and resilience (“Pre-Approved Service Providers”).
  - c. The City will lease space directly to the Pre-Approved Service Providers at the Center.
  - d. The City expects the Center Operator to staff the Center from 11:00 a.m. to 8:00 p.m., Monday through Saturday as needed and in addition to any staff needed for outreach events outside of the Center.
  - e. The Center Operator should plan to provide staff that can refer clients to various resources, schedule programming, events, and classes in the Center, coordinate with Pre-Approved Service Provider in the Center and outside providers (outside provider must be pre-approved by the City) to host programs, collect and maintain waivers for events, and provide customer service to the clients who come to the Center. The City anticipates up to 1,000 clients per year.
  - f. Respondents should include a description of any in-house services that can be provided by the respondent in addition to the duties of the Center Operator, if any, and include that information in their proposals.
  - g. The selected Center Operator shall work closely with the City to identify needs of the community and to recommend new services to be offered.
- 2. Mission Statement:** “At the Dolores Huerta Resource Center (“DHRC”), our mission is to empower and uplift our community by fostering collaboration and providing a centralized hub for a diverse array of local providers. We are dedicated to enhancing the quality of life for all residents through accessible resources, comprehensive services, and community

engagement. By bringing together a network of passionate providers, we aim to create a supportive environment that addresses the evolving needs of our community, promoting well-being, education, and resilience. Together, we strive to build a stronger, more connected community where everyone has the opportunity to thrive.”

### **3. Objectives of the DHRC:**

- a. Provide a comprehensive range of services and resources to the community leveraging community non-profit providers of vital services that promote CNLV’s residents’ well-being, education, and resilience.
- b. Foster community engagement and collaboration.
- c. Enhance the quality of life for residents through access to valuable programs and resources.

### **4. Responsibilities of the Center Operator:**

- a. Provide Expertise and Specialized Services:
  - Provide direct specialized services, as approved by the City, based on the Center Operator’s expertise and own funding.
  - The services that the Center Operator provides at the Center must first be approved by the City’s Director of Community Services and Engagement or his or her designee.
  - Collaborate with City staff to develop and enhance the Center’s offerings.
- b. Ensure Consistent Availability:
  - Maintain regular and consistent availability at the Center (11:00 a.m. to 8:00 p.m. Monday through Saturday) to ensure accessibility to community members seeking services during the Center’s hours of operation.
- c. Focus on Center Goals:
  - Align the services to be provided at the Center by the Center Operator and Pre-Approved Service Providers with the overall goals and mission of the Center.
  - Ensure that programming is collaborative and aimed at meeting the mission and objectives of the Center.
- d. Develop Tailored Programs and Workshops:
  - Develop and conduct programs or workshops addressing specific community needs.
  - Provide tailored educational sessions or support services to the community.
  - Develop a diverse range of programs and services that address community needs.
  - Coordinate and implement educational, recreational, and support programs for all demographics.
- e. Resource Distribution:
  - Share relevant resources, materials, and information with the community.
  - Provide support to Pre-Approved Service Providers through the Center Operator’s own network of volunteers or other resources to ensure that Pre-Approved Service Providers have necessary resources to provide their services to the public.

- Receive donations and manage and distribute donated resources such as nonperishable food, clothing, and educational materials.
- f. Participation in Outreach Activities:
- Actively engage in community outreach efforts by attending regional events that align with the Center's Mission and Objectives in order to find and recommend additional Pre-Approved Services Providers and resources for the Center.
  - Attend events or programs to connect with the community and inform the public of the resources available at the Center.
  - Collaborate with local schools, community groups, and residents to identify evolving needs.
- g. Identify Community Needs:
- Identify community needs and interests of within the Center and community such information to City staff.
  - Work collaboratively with City staff to address the Center's specific client needs.
  - Recommend potential service providers to City staff to get them pre-approved to provide services at the Center.
- h. Collaboration with Pre-Approved Service Providers:
- Collaborate with Pre-Approved Service Providers to provide wrap around services.
  - Determine what additional services are needed in the community from client communications and recommend additional services providers to the City to enhance the range and quality of services offered.
  - Establish and maintain partnerships with local organizations, businesses, and agencies to enhance resource availability at the Center so that a wide range of services can be provided in the Center.
- i. Feedback and Improvement:
- Encourage and gather feedback from Center clients and the community.
  - Use feedback to enhance service delivery and address community needs.
- j. Cultural Competency:
- Demonstrate cultural competency while performing under this agreement.
  - Ensure services are inclusive and sensitive to diverse community backgrounds.
- k. Documentation and Reporting:
- Maintain accurate records of services provided at the Center by the Center Operator and by the Pre-Approved Services Providers.
  - Submit required reports to CNLV staff as needed detailing activities at the Center, community engagement metrics, Pre-Approved Services Providers impact reports, and resource distribution.
- l. Promote Center Services:
- Collaborate with the City on marketing efforts related to the Center.
  - Promote the services provided at the Center to increase community awareness and services utilization.

- m. Training and Skill Development:
  - Offer training sessions or skill development programs coordinated with Pre-Approved Services Providers.
  - If Center Operator can provide training and skill development through its own programming, the scope of work may include that the Center Operator contributes to the educational and empowerment goals within the Center through its own training sessions or skill development programs.
  
- n. Emergency Response Collaboration:
  - Coordinate with City staff on emergency response plans.
  - To the extent possible, provide support and resources during community emergencies or crises, such as natural disasters or pandemics through resources available in the Center or that can be referred out.
  
- o. Adaptability to Community Needs:
  - Stay informed about evolving community needs and funding availability that could support Pre-Approved Services Providers or the Center Operator's own services, including through grants and donations.
  - Adapt services provided at the Center to address emerging challenges and opportunities.
  
- p. Pre-Approval:
  - Center Operator will not allow any service providers to operate out of the Center without first getting written pre-approval from the City.
  
- q. Execute Services Agreement:
  - The Center Operator will have to execute a services agreement with the City related to this RFP. See Exhibit G for the City's Services Agreement Template. The City reserves the right to amend the template as necessary with the Center Operator.
  
- r. Computer Equipment:
  - Center Operator should provide its own equipment as needed for providing the operating services.

**5. CNLV Responsibilities:**

- a. Facility management when a space is acquired:
  - Maintain building, utilities, janitorial services, security, furniture, and landscape maintenance.
  
- b. Lease facility space to Pre-Approved Services Provider that can provide needed services to the community.
  
- c. Strategic Planning:

- Collaborate with the Center Operator to develop an overarching plan to address community needs. Develop and implement strategic plans to address community needs.
  - Ensure provider alignment with DHRC's mission and objectives.
- d. Resource Allocation:
- The City will work with the Center Operator to prioritize resources based on community needs and insure that the management and allocation of the resources in the Center is effective at meeting the Mission and Objectives of the Center.
- e. Collaboration and Partnerships:
- Establish and maintain collaborations with local organizations and businesses.
  - Foster partnerships to enhance the range of services offered.
- f. Pre-Approve Programming at the Center.
- g. Budget Management:
- Create and manage the Center's budget effectively.
  - Monitor expenses and allocate available funds accordingly.
- h. Community Engagement:
- The City's Community Engagement team will work with the Center Operator to coordinate community engagement and outreach.
  - Assist with organized events and initiatives to promote community participation depending on City staff availability.
- i. Evaluation and Reporting:
- Establish performance metrics for programs and services.
  - Provide regular monthly reports to City Council and City management.
  - Review evaluations from Center Operator.
- j. Needs Assessment:
- Conduct regular assessments to identify evolving community needs.
  - Inform Center Operator of such findings.
  - Assist the Center Operator in identifying grants and funding to support services offered at the Center.
- k. Technology:
- Provide access to broadband and space for a computer lab as part of the resources offered to the community.
- l. Accessibility and Inclusivity:
- Implement measures to ensure the center is physically accessible to all community members and ensure ADA compliance.
  - Promote inclusivity in programs and services by reviewing and preapproving service providers that will operate in the Center.

- m. Emergency Preparedness:
  - Develop and maintain emergency response plans to address emergency situations and incidents that occur at the Center, including reporting and maintaining incident forms.
- n. Feedback Mechanisms:
  - Establish channels for community feedback.
  - Use feedback to make informed decisions and improvements at the Center.
- o. Promotion and Marketing:
  - Assist in developing marketing strategies to promote activities at the Center.
  - Help increase awareness of available resources within the community.

**6. Cost Proposal:**

- a. The cost proposal should contain all pricing information relative to performing the services as described in this RFP. The total all-inclusive maximum price to be proposed shall contain all direct and indirect costs, including all out-of-pocket expenses for each year of the two-year agreement.
- b. CNLV anticipates that the center will serve up to 1,000 clients per year. The cost proposal provided should be based on the number of clients, based on the scales below, the anticipated square footage of the building (not to exceed 10,000 with the possibility of expansion later), and management and coordination with up to 20 providers that provide a wide range of services, including necessary agreements for use of the space needed in the DHRC by each Pre-Approved Services Provider. The cost proposal should use the following scale:
  - 0-500 clients
  - 501-750 clients
  - 751-1,000 clients
- c. The Center Operator will be responsible for the coordination of up to 20 Pre-Approved Services Providers.
- d. The City will not be responsible for expenses incurred in preparing and submitting the cost proposal. Such costs should be captured in the total all-inclusive maximum price.
- e. Rates by positions and staff level times hours anticipated for each.
- f. Out-of-pocket expenses included in the total all-inclusive maximum price and reimbursement rates.
- g. Additional professional services:
  - If it should become necessary for the City to request to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be

performed only if set forth in an addendum to the contract between the City and the Provider.

h. Manner of payment.

- Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City.

## 7. Confidentiality:

Center Operator shall treat all information relating to the services provided at the Center and all information supplied to Center Operator by the City as confidential and proprietary information of the City and shall not permit its release by Center Operator'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.

Center Operator will certify that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Center Operator 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 Center Operator's duties under the agreement related to this RFP. The City reserves the right to refuse to allow any of Center Operator'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.

Note: This Scope of Work is intended to guide the collaboration between CNLV and the Center Operator in managing the Dolores Huerta Resource Center. Any modifications or amendments must be made in writing and mutually agreed upon by both parties.

**8. 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 Service or Purchase 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 Proposal Questions

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

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

**10. Minimum Qualifications:** The following qualifications are required for consideration of the proposal by City staff:

- a. Respondent must be a qualified Internal Revenue Code (IRC) 501(c)(3) nonprofit organization.
- b. Five (5) years of experience providing and/or coordinating social services Southern Nevada residents.
- c. Three (3) years of experience managing and operating a service center.

- d. At least one (1) contract with another provider to provide essential services.

**11. 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 (10 points)
  - Respondent's references (20 points)
- B. Management Qualifications (70 points total)
  - Organizational Capacity (10 points)
  - Program Design and Innovation (10 points)
  - Community Engagement and Partnerships (15 points)
  - Budget and Cost Effectiveness (15 points)
  - Measurable Outcomes and Evaluation (15 points)
  - Mitigation strategies and contingency plans (5 points)

Proposals will be evaluated based on the following:

- a. The organization's previous experience, track record, financial stability and transparency, and adequate staffing and volunteer support;
- b. Clarity of Respondent's goals and objectives, alignment of the program design with community needs, and innovative approaches to addressing those needs;
- c. Demonstrated community involvement and support, partnerships with local organizations, government agencies, and businesses, and strategies for reaching and involving diverse populations;
- d. Inclusivity of services for various demographic groups;
- e. Cost-effective strategies for resource allocation, realistic budget proposal, strategies for long-term sustainability, and demonstrated ability to secure additional funding or grants;
- f. Clear metrics for success and impact, evaluation plan to measure outcomes, and demonstrated continuous improvement strategies;
- g. Clarity and completeness of the proposal, quality of presentation and supporting materials, quality of reporting and document as well as regular and transparent communication plan, and risk management and mitigation strategies;
- h. Superior skill and reputation, including timeliness, and demonstrable results.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

## **16. Proposal Format**

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 Respondent, 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 management and operation services.
3. Respondent Profile
  - Provide a narrative description of the Respondent itself, including the following:
  - Respondent'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 Respondent, including name, job title, address, telephone and fax numbers, and email address;
  - A description of Respondent's business background, including, if not an individual, Respondent'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 it is registered as a minority-, woman-, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other information about Respondent's business organization that Respondent deems pertinent to this RFP.
4. Project Understanding
  - Provide a brief narrative statement that confirms Respondent'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. Respondent shall describe how the Respondent'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, Respondent must include a statement confirming that Respondent meets such minimum requirements.
  7. Responses to Proposal Questions in Exhibit H.

**City of North Las Vegas**  
**Request for Proposal ("RFP")**  
**RFP 2024-002 Dolores Huerta Resource Center (DHRC):**  
**Community Resource Center Operator**

**EXHIBIT "A"**  
**PROPOSAL SUBMITTAL PAGE**

This Proposal is submitted in response to **RFP 2024-002 Dolores Huerta Resource Center ("DHRC"): Community Resource Center Operator** and constitutes an offer by this company to enter into a contract as described herein.

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

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

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

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

<p><b>FOR INFORMATIONAL PURPOSES ONLY</b></p> <p>Is this firm a ESB, Minority, Women or Disabled Veteran Business Enterprise? ___ No ___ Yes If YES specify ___ MBE ___ WBE ___ DVBE ___ ESB</p> <p>Has this firm been certified as a ESB, Minority, Women or Disabled Veteran Business Enterprise? ___ No ___ Yes If YES specify Certifying Agency _____</p> <p>Please attach a copy of your certification.</p>
--

**EXHIBIT "B"**  
**FORM A**  
**CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS**

**1. DEFINITIONS**

“City” means the City of North Las Vegas.

“City Council” means the governing body of the City of North Las Vegas.

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

“Principal” means, for each type of business organization the following: (a) sole proprietorship – the City of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

**2. INSTRUCTIONS**

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

**3. INCORPORATION**

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

Block 1 Contracting Entity	Block 2 Description
<b>Name</b>	<b>RFP 2024-002 Dolores Huerta Resource Center (“DHRC”): Community Resource Center Operator</b>
<b>Address</b>	
<b>Telephone</b>	
<b>EIN or DUNS</b>	

BLOCK 3 TYPE OF BUSINESS
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:

**EXHIBIT "B"**  
**(CONTINUED)**

**FORM B**

**CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS**

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

**BLOCK 4 DISCLOSURE OF OWNERSHIP AND PRINCIPALS**

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

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

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

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

**BLOCK 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

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

**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 Services Agreement attached hereto.

**DOLORES HUERTA RESOURCE CENTER (DHRC)  
COMMUNITY RESOURCE CENTER OPERATOR SERVICES AGREEMENT**

This Dolores Huerta Resource Center (DHRC) Community Resource Center Operator Services Agreement (“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”).

**WITNESSETH:**

WHEREAS, the City requires community resource center management, as more particularly described in the Dolores Huerta Resource Center (DHRC) Community Resource Center Operator Request for Proposal RFP 2024-002 (“RFP”) attached hereto as Exhibit A (“Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

**SECTION ONE  
SCOPE OF SERVICES**

1.1. Provider shall perform the Services in accordance with the RFP scope of work, and terms and conditions, incorporated herein and attached as Exhibit A, Services Provider’s response to the RFP dated [insert date], incorporated herein and attached as Exhibit B, and the terms, conditions, and covenants set forth in this Agreement.

1.2. 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  
TERM**

This Agreement shall commence on the Effective Date and will continue to be in effect for two (2) years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager or his/her designee may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider.

**SECTION THREE  
COMPENSATION**

Provider will provide the Services [at the rate of OR in the amount of] [\$ \_\_\_\_\_], which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is [\_\_\_\_\_] (\$ \_\_\_\_\_). The total not to exceed amount of this Agreement is [\_\_\_\_\_] (\$ \_\_\_\_\_).

**SECTION FOUR  
TERMINATION OR SUSPENSION OF SERVICES**

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City, through its City Manager or his/her designee, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

**SECTION FIVE  
PROVIDER REPRESENTATIONS AND WARRANTIES**

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. 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.

5.1.3. 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.

## **SECTION SIX INDEMNIFICATION**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, 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 Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION SEVEN 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 EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION**

8.1. 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.

8.2. 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 NINE INSURANCE**

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. 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.

9.1.2. 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 \$3,000,000.00 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.

9.1.3. 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.

9.1.4. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$2,000,000.00 per occurrence or claim, \$4,000,000.00 aggregate.

9.1.5. 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.

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

9.1.6.1. 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).

9.1.6.2. 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.

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

9.1.6.4. 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.

9.1.6.5. 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.

9.1.6.6. 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.

9.1.6.7. 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.

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

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

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

9.1.6.8.3. 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.

9.1.7. 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.

9.1.8. 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 TEN  
NOTICES**

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by email, personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas  
Attention: Joy Yoshida  
2250 Las Vegas Blvd., North, Suite 820  
North Las Vegas, NV 89030  
Phone: 702-633-1745

To Provider: [REDACTED]  
Attention: [REDACTED]  
[REDACTED]  
[REDACTED]  
Phone: [REDACTED]

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

## **SECTION ELEVEN SAFETY**

11.1. 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. Provider 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.

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

## **SECTION TWELVE ENTIRE AGREEMENT**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

## **SECTION THIRTEEN MISCELLANEOUS**

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

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

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A 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 Exhibit B 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.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of 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.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. 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 Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. 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 Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses,

including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier 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.

13.18. 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.

13.19. 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 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

[The remainder of this page is left intentionally blank. Signature page follows.]

**IN WITNESS WHEREOF**, the City and Provider have executed this Agreement as of the Effective Date.

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 2024-002

Please see the attached page(s).

EXHIBIT B

Services Provider's Response to RFP

Please see attached page(s).

**EXHIBIT "H"**  
**Proposal Questions**



**CITY OF NORTH LAS VEGAS**

**1. Organizational Background:**

- Can you provide an overview of your nonprofit organization, including its mission, values, and primary areas of focus?
- How did you become aware of our community resource center and what motivated your organization to apply for its operation?

**2. Mission Alignment:**

- How does your organization's mission align with the goals and objectives of our community resource center?
- Can you share specific examples of projects or initiatives your organization has undertaken that demonstrate alignment with community development and support?

**3. Nonprofit Experience:**

- Describe your organization's experience in managing and operating nonprofit programs or services, particularly those related to community development and resources.
- Have you worked on projects that involve collaboration with other nonprofits, government agencies, or community stakeholders? If so, please describe the initiative.
- What current initiatives do you have funding for and will this be applied to the DHRC?

**4. Capacity and Resources:**

- What is your organization's capacity to effectively manage and sustain the community resource center, both in terms of personnel and financial resources?
- How do you plan to secure funding and resources to support the center's ongoing operations and programs?

**5. Community Collaboration:**

- How does your organization plan to collaborate with local community members, organizations, and leaders in the operation of the resource center?
- Can you provide examples of successful collaborations your organization has engaged in to address community needs?

**6. Equity and Inclusion:**

- How does your organization prioritize equity and inclusion in its programs and services?
- What steps will you take to ensure that the community resource center is accessible and beneficial to all members of the community, including underrepresented groups?

**7. Impact Measurement:**

- How does your organization measure the impact of its programs, and what metrics would you use to evaluate the success of the community resource center?
- Can you provide examples of outcomes and successes from your organization's previous initiatives?

**8. Sustainability:**

- What strategies does your organization employ to ensure the long-term sustainability of its projects and programs?
- How do you plan to engage the community in supporting and sustaining the resource center over time?

**9. Volunteer Engagement:**

- How does your organization recruit, train, and retain volunteers to support community initiatives?
- Can you share experiences where volunteers played a significant role in achieving the organization's goals?

**10. Adaptability and Flexibility:**

- How does your organization approach adaptability and flexibility in responding to changing community needs or unexpected challenges?
- Can you provide an example of a situation where your organization had to pivot its strategy in response to evolving circumstances?

EXHIBIT B

Services Provider's Response to RFP

Please see attached page(s).



**RFP 2024-002**  
**CPLC Nevada, Inc.**  
**Supplier Response**

**Event Information**

Number: RFP 2024-002  
Title: Dolores Huerta Resource Center (DHRC): Community Resource Center Operator  
Type: Request for Proposal  
Issue Date: 1/22/2024  
Deadline: 2/5/2024 10:00 AM (PT)  
Notes: The selected Non-Profit Provider (“DHRC Operator” or “Center Operator”) shall operate and coordinate service providers and services for the Dolores Huerta Community Center (“DHRC” or “Center”) on behalf of the City of North Las Vegas (“CNLV” or the “City”). The purpose of this Scope of Work is to outline the responsibilities, deliverables, and expectations associated with the operation of the DHRC. The specific location of the DHRC is to be determined. The Scope of Work may be carried out in phases as the Center opens and begins operations depending on the City needs and approvals.

**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

## CPLC Nevada, Inc. Information

Contact: Amanda Bernal  
Address: 555 N. Maryland Pkwy  
Las Vegas, NV 89101  
Phone: (702) 207-1614  
Email: amanda.bernal@cplc.org  
Web Address: cplc.org

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

Amanda Bernal

*Signature*

*Submitted at 2/4/2024 01:43:55 PM (PT)*

Amanda.Bernal@cplc.org

*Email*

## Requested Attachments

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### Required Documents

Exhibit A thru F.pdf

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

### Required Documents

Exhibit G DHRC Service Agreement Redlined Final.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.

### Required Documents

Exhibit H Proposal Questions Final.pdf

Exhibit H must be submitted as part of your proposal response.

## Response Attachments

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### CPLC Dolores Huerta Resource Center Project Narrative Final.pdf

CPLC Dolores Huerta Resource Center Cover Letter and Project Narrative

**2024 Dolores Huerta Resource Center**

**Center Operator**

**PROJECT DESCRIPTION TABLE OF CONTENTS**

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## 1. Executive Summary

CPLC Nevada Inc., a Nevada a 501c3 non-profit, seeks to manage and administer of the operations of the new City of North Las Vegas Dolores Huerta Resource Center f(DHRC) or a period of two years with a renewal option of up to two additional years starting upon award agreement execution. This will include the administration and management of operations, coordination, supervision, and accountability on behalf of the CNLV. The estimated number of people to be served annually is 1,000, also up to 20 pre-approved direct providers of vital services will be providing services, including CPLC Nevada Inc.

Services will be provided in English and Spanish, Monday-Saturday 11am to 8 pm, and at other times for special outreach and community events. Service delivery will follow a hybrid model to offer accessibility to clients facing access barriers. Services will include but are not limited to educational, cultural, recreational, and informational workshops such as family counseling, youth development and leadership, job readiness and trades certifications trainings, health and wellness clinics, small business technical assistance and networking opportunities, volunteerism, social responsibility, and training and other sessions that lead to individual empowerment, and the promotion of education, health and well-being, resiliency and self-sufficiency of families and communities. Scope of work may be performed in phases based on CNLV's needs and approvals.

## 2. Respondents Profile:

Name of Applicant: CPLC Nevada Inc. EIN: 47-2624854

Address: 555 N Maryland Parkway, Las Vegas, NV 89101-3133

Contact Name: Serafin Calvo-Arreola, Director of Workforce and Community Development

Address: 555 N Maryland Parkway, Las Vegas, NV 89101-3133

Phone Numbers: Office (702) 899-1175 Email Address: [serafin.calvo@cplc.org](mailto:serafin.calvo@cplc.org)

**ORGANIZATIONAL OVERVIEW AND EXPERIENCE:** The mission of CPLC Nevada, Inc. (CPLC NV) is to Drive Economic and Political Empowerment. CPLC NV was incorporated as a 501c3 in Nevada in 2014 and licensed to do business with the City of North Las Vegas (CNLV) under license #112603.

An all-encompassing organization serving the underserved and marginalized, CPLC NV is committed to supporting equity and inclusion to services and multiple supports that empower and impact the prosperity and well-being of Nevada residents, such as education, housing, healthcare, quality jobs, social networks, legal services, and the political process. CPLC-NV has operations in 6 out of 17 counties in Nevada and provides a full range of programs under its five pillars of service: 1) Social Services and Education; 2) Housing; 3) Economic Development, 4) Integrated Health and Human Services, and 5) Advocacy and referral services. During FY22-23 CPLC-NV impacted 57,887 lives, managed a budget of \$14,156,700 and 122 employees. Its third party annual audited financial statement had no findings.

CPLC NV is an affiliate organization of Chicanos Por La Causa, Inc. (CPLC), which is headquartered in Phoenix, Arizona since 1969 serving the Southwestern states of Arizona, California, Colorado, Nevada, New Mexico, and Texas. In FY22-23 it impacted over 2 million individuals and managed an annual budget of \$203 million and 1873 employees. Its third party annual audited financial statement had no findings.

CPLC-NV brings depth of qualifications and experience in managing similar programs of the size and scope as required for this 2024-002 Dolores Huerta Resource Center: Community Resource Center

Operator RFP as it is described under Scope of Work section. CPLC-NV meets the minimum requirements stipulated in this RFP a) we are a 501c3 organization, with over five years of experience providing direct services and three years' experience and managing and operating a service center and holds various contracts state and federal contracts to provide essential services.

CPLC-NV will leverage the extensive experience and lessons learned of our parent entity CPLC in the operations and management of community resource centers to ensure we meet the fiscal, programmatic, and reporting requirement delineated in this 2024-002 RFP.

CPLC has been operating community resource centers for over 30 years. CPLC currently owns and administers the following community-based centers in Arizona:

***Centro de la Familia –Outpatient Behavioral Health***



CPLC Centro De La Familia provides comprehensive outpatient behavioral health services for families and individuals of all ages. The program offers counseling and therapy services to those living with general mental health issues, HIV, and substance abuse issues. Our professional staff utilizes best practice models and interventions for treatment. Services are offered in English and Spanish in a hybrid delivery manner (in person and online) to help overcome barriers to accessibility typically faced such as transportation, childcare and others that restrict in person attendance. Outpatient services offer flexible office hours and home-based services as needed also public transit accessibility. The center is open Monday-Friday and Saturdays by appointment only.

***CPLC Community Center***



CPLC Community Center is a multi-generational Community Hub that serves Maryvale’s Carl Hayden neighborhood and provides youth and adult programs and a safe and enriching place to learn, play and congregate. Services are offered in a hybrid delivery manner to help overcome barriers to accessibility typically faced such as transportation, clean uniforms, after school childcare and others that restrict in

person attendance. Services include homework help, tutoring, hands-on STEAM (Science, Technology, Engineering, Arts, and Math) activities, social-emotional learning, leadership development, GED (General Equivalency Diploma) and ELS classes, computer/wi-fi access school engagement support, games, sports, social/cultural activities needed to thrive. The center is also home to the Amanecer Prevention and Wellness Program for teens, providing a culturally sensitive approach to reduce the use of substance abuse and address teen mental health. The center’s STEAM enrichment programming incorporates engaging, hands-on activities designed to inspire children to pursue STEAM-related education and career opportunities. Subject areas include drone technology, electronic sensors, navigation, 3D design and printing, material science, aerospace, engineering, and building technologies. The center is open Monday-Friday 9am-6pm and on Saturdays for special, social/cultural community events.

***Central Park Resource Center***



The Central Park Resource Center in partnership with the City of Phoenix provides a multi-generational community hub as a safe environment for children and their families to learn, play and congregate after school. Programming offered to the Central Park community include after school youth enrichment, adult and sports clinics, adult education computer wi-fi access, basic computer skills workshops and community and family resources such as ESL, citizenship classes, immigration information, food distribution, cultural/social events, and referrals to available community resources. The center is open Tuesday-Friday 9am-6pm and at any other time for special Family Movie Nights and/or for other social/cultural community events.

***Guadalupe Family Resource Center***



Guadalupe Family Resource Center (GFRC) serves families from Phoenix’s East Valley and members of the Pascua Yaqui Tribe. Established in the heart of Guadalupe in 2012, the Family Resource Center provides a full range of free family and child-centered services, including parent education classes, health-related workshops, support groups, computer resources, a family lending library, and family events. The GFRC has used Nurturing Parent, Raising a Reader, and Color Me Healthy curriculums. The center has provided support and services to over 5,500 families and has outreached to well over 10,000 families. 100% of parents/participants reported being “very satisfied” or “somewhat satisfied” with the

services received at the GFRC. The family resource center has built a reputation for collaboration through well developed and maintained relationships with the Pascua Yaqui Tribe, The Town of Guadalupe and Valleywise. The center is open Monday-Friday and Saturdays by appointment only or for special, social/cultural community events.

### **3. Project Understanding**

**Certifications:** I Rupert Ruiz, President and Serafin Calvo-Arreola, Workforce & Community Development Director hereby state that we have read the CNLV RFP 2024-002 Dolores Huerta Resource Center (DHRC): Community Resource Center Operator document in its entirety and we fully understand the purpose, goals requirements of the scope of work and agree to provide the services and/or work product necessary as proposed in this application to achieve the objectives of the project based on this RFP.

CPLC NV mission “***To Drive Economic and Political Empowerment***” is in absolute alignment with the DHRC mission to “***Empower and Uplift Our Community***” and its purpose. CPLC-NV mission driven efforts foster empowerment at all ages, collaboration, and community engagement, provides quality services, and promotes a culture of equity, diversity, and inclusion with a promise of equal opportunity for all to enhance the quality of life of those we serve leading to a healthy social and economic community.

CPLC-NV is best suited to assist the CNLV with the operations of the DHRC for its strong position in CNLV community particularly among Latinos Spanish speaking monolinguals, in youth development and leadership, social service education, family counseling, workforce training & development, community development and housing arena. As a developer of holistic, sustainable, and extensive community engagement models of service, proven capacity in serving the vulnerable, underserved, low-income, and hard-to-reach individuals including minorities and people of color and our experience in effectively managing collaborative efforts of this size and scope and our commitment to serving the monolingual Spanish speaking community. As a provider of direct services for over 14 years, we exemplify our steadfast commitment to this project to conduct business to the highest standards of professional, ethical, and legal business conduct. CPLC NV is driven by values of equality and justice, empowerment, and commitment to social service. We will accomplish this through strong collaborations, public disclosure, responsible governance, sound financial and programmatic management, compliance, and advocacy.

### **4. Propose Scope of Service and Cost Proposal**

CPLC-NV brings depth of qualifications and experience in managing similar programs of the size and scope as required for this 2024-002 Dolores Huerta Resource Center: Community Resource Center Operator RFP.

***Total Clients to Be Served Annually:*** a minimum of 1,000 individuals/clients

***DHRC location:*** Location is TBD near downtown North Las Vegas and will include no more than 10,000sf.

**Hours of Operation:** CPLC-NV will ensure that adequate staff is available to maintain consistent and regular hours of service at the DHRC Monday-Saturday 11a.m.-8p.m. and on any other dates and times required for special community events.

**Program Model:** CPLC NV and DHRC will support the CNLV community through the implementation of a comprehensive Family Resources Center model. The model is culturally and linguistically specific and is tailored to meet the specific needs and preferences of the community. Classes, activities, and events will be offered at the DHRC by direct service providers that have gone through the CNLV pre-approval process. CPLC-NV will work with CNLV to ensure programming is collaborative and meets the mission goals, and objectives of the Center. Cultural Competency standards will be implemented to improve the access of quality services to diverse populations promoting, developing, and maintaining culturally and linguistically competent services in English and Spanish consistent with National Standards on Culturally and Linguistically Appropriate Services (CLAS). To accommodate participants that require interpreter services (including Deaf and hard of hearing and those needing communication in a language other than English or Spanish), the program will contract with outside agencies that provide certified interpreter services.

**Outreach & Community Engagement:** CPLC will work in collaboration with the CNLV communications team to ensure a well-orchestrated, collaborative, and concentrated communications strategy for DHCR. The comprehensive market driven bilingual targeted marketing and outreach strategy may include broadcast, print, and social media engagements to increase awareness and service utilization among CNLV residents and community stakeholders of available services at DHRC. It will also incorporate direct personalized communications with CPLC NV and CNLV's vast network of community stakeholders to ensure DHRC is top of mind as a potential partner and resource. These activities may include phone calls, emails, and in-person meetings. Through these efforts we want to create awareness of DHRC interest in potentially participating in bi-monthly health & wellness, arts, and cultural community fairs. This process will assist center staff to encourage feedback from the community regarding center activities and to communicate to the CNLV identified community concerns and gaps on services.

**Collaborating Partners:** CPLC-NV will work closely with CNLV representatives in identifying, bringing together a robust city pre-approved collaborative of committed and well-established, resourceful and respected community partners that bring strategic strengths and resources, working together on common goals, a shared theory of change to help address the needs of CNLV residents and successfully give them the tools and skills necessary for the immediate and long-term self-sustainability and family health and well-being efforts. This process will ensure we identify evolving community needs and high-quality service delivery focusing on promoting the well-being, education, training, resiliency, and empowerment of CNLV's residents as the needs change.

Partners will assign a project contact person who will receive all communications and disseminate information to its agency staff. DHRC Coordinator will communicate with collaborating partner designated point of contact through e-mail, telephone and letters on center related matters including action plan benchmarks and deliverables. Center Coordinator will host regular meetings designed to assist and support the development and facilitation of training and program data and activities data collection.

**Volunteer Coordination:** CPLC NV will encourage community engagement with the DHRC as volunteers and support the activities at the center. Volunteers can make significant contributions to the

center's participation in food distribution events, wellness, and community information events, in come out and vote initiatives, as workshop facilitators and peer mentors. Community members can donate their time while serving on potential community committees and or as program assistants. Parents and community members also volunteer to assist in various duties and other capacities. The volunteer in-kind rate for each position is determined by an independent appraisal certified by CPLC NV, which establishes a fair market value. We engage volunteers via our partnerships with corporations and community organizations seeking to expand their relationship beyond a monetary contribution. We work to match our volunteers to the issue closest to their mission and/or annual goal. CPLC NV has an electronic format for recruiting, interviewing and background checks. CPLC tracks volunteers via ADP, human resources management software, which allows us to monitor the status of their onboarding, background check, and credentials (if applicable). Also, we log volunteers and their hours to report annually in total and by program.

***Research, Evaluation and Reporting:*** CPLC NV will work with its Research and Evaluation Division (R&E) to develop a feedback loop for program participants and community members to express their opinions on various aspects of the program including the program meeting needs, additional services that can be added and quality of service measurements.

The R&E team assigned to this project will conduct systematic data collection, monitoring, and evaluation to assess program performance, its successes in achieving key benchmarks, challenges and reassessment of desired outcomes as required by the evolution of the program and provide timely and accurate impact reports including center provider outcome data. Both qualitative and quantitative data are analyzed quarterly using programs written in SPSS syntax. We use Frequencies, percentages, central tendency measures, and variability measures to describe these data. Confidence intervals and tests for statistical significance will be set a priori at the 0.05 level. CPLC will implement processes ensuring a sound quality assurance system, increasing the validity, fidelity and soundness of evaluation data while conforming to internal and external requirements.

***Non-Discrimination and ADA:*** CPLC complies with Title I of the Americans with Disabilities Act. to ensure equal access to services and employment opportunities for all by providing proper accessibility to its facilities. Also, employment opportunities for qualified, competent individuals with a disability particularly those that have cultural and linguistic competencies to work with City of North Las Vegas community. CPLC-NV and CNLNV written nondiscrimination policies and procedures that address ADA, fair housing, equal credit and lending, confidentiality will be implemented and executed at the center.

***CPLC NV Services to be Provided at DHRC:*** In addition to the operations and management of the DHRC, CPLC-NV intends to secure prior approval from the CNLV to conduct tailored educational workshops, services and referral navigation support that meet specific community needs and deliver them in a cultural and linguistic competent manner including arts and culture, social and recreational services at the DHRC using its own funding stream. In addition, coordinate the sharing of DHRC relevant resources, materials, and information with approved providers and CNLV residents.

### **Physical and Mental Health and Wellness**

- Healthy Eating
- Extending Food Value of a Food Box
- *PAL Program* access to a 24-hour children and teen mental healthcare resource hotline.

## **Education**

- YouthBuild basic construction trade skills training for youth ages 18-24
- Joven Noble 12 week curriculum for youth development and leadership youth ages 13-17 based on the philosophy of La Cultura Cura
- Financial Literacy
- First-time homebuyer education

## ***Workforce Development***

- Adult Dislocated Worker training and certification ages 25-54
- Job readiness and pathways to career development
- Resume Writing & Effective Job Search
- Job training and certification
- Osha 10 & 30 certification
- Tips & Techniques for a Successful Job Interview

## **Economic Development**

- Small Business Technical Assistance
- Access to affordable capital for small businesses

Based on our previous experience implementing programming with this focus, we estimate workshop registration to be 15-20 and the program evaluation of these workshops reflect an average gain of knowledge of 80%. expect similar results from DHRC programming.

## **Other Services**

- Housing opportunities for persons with HIV/AIDS (HOPWA)
- Resource navigation and fairs
- Holiday gift programs
- Utility assistance programs

CPLC NV and the CNLV will collaborate in the identification and pre-approval of services of approximately 20 service providers that will co-locate services at the DHRC. The intent is to select credible providers offering key services under the following categories.

- Know Your Rights Workshops
- Adult Education
- Youth Tutoring / Mentoring
- Physical and Mental Health
- Workforce Development and Job Readiness
- Small Business Technical Assistance
- Technology & Digital Training
- Arts & Culture

This process will ensure high quality service delivery focusing on promoting the well-being, education, training, resiliency, and empowerment of CNLV's residents.

**Project Key Leadership and Support to the Project at no charge:**

Rupert Ruiz, CPLC-NV President. Mr. Ruiz brings over 29 years of non-profit & for-Profit management experience. He joined CPLC in 1993. **Project Role:** Grant Administration and Leadership Oversight.

Serafin Calvo Arreola, Director of Community Services and Engagement. Mr. Calvo brings over 34 years of community engagement in Las Vegas Communities and of municipal government management experience to the project. He joined CPLC in 2023. **Project Role:** Site Leadership Oversight and CPLC-NV liaison with CNLV

Karen Armknecht earned an MBA, with honors, from the Thunderbird School of Global Management with a concentration in marketing. As Vice President of Research and Evaluation, Karen brings over 25 years of evaluation experience directing, designing, and implementing research and evaluation projects in the corporate, non-profit, and consulting sectors. She is passionate about serving our clients by providing qualitative and quantitative evaluation services, community needs assessments, and health outcomes research that allow their voices to be heard. She is adept at synthesizing qualitative and quantitative data across studies, determining trends and themes, and explaining connections in a meaningful way. She has conducted research among the proposed clients in this grant, with high rates of participation and interview completion. She also supervises compliance reporting for programs funded from Federal, state, and foundation sources. She has conducted research among the proposed clients in this grant, with high rates of participation and interview completion. **Role in DHRC Project:** Oversight of data collection and analysis. Develop and implement project evaluation mechanisms and tools for data collection for qualitative, quantitative, and demographic reports cost absorbed by CCS indirect cost allocation.

**DHRC Key Personnel:** CPLC NV experience with projects of similar caliber and complexity, and in-depth knowledge of the target area led to the identification of six key positions to successfully the extended hours of operation of the proposed project activities and meet the DHRC mission and purpose.

<i>Staff Member</i>	<i>Title</i>	<i>% FTE</i>	<i>Reports to:</i>
VACANT POSITION	<i>Program Manager</i>	(1) 1.0 FTE	<i>Director of Workforce &amp; Community Development</i>
Min. Salary: \$84,000 (S&B)		Maximum Salary:	Home Base: DHRC
VACANT POSITION	<i>Program Coordinator</i>	(1) 1.0 FTE	<i>DHRC Program Manager</i>
Min. Salary: \$71,500 (S&B)		Maximum Salary:	Home Base: DHRC
VACANT POSITIONS	<i>Program Specialist</i>	(3) 1.0 FTE	<i>DHRC Program Manager</i>
Min. Salary: \$58,500 (S&B)		Maximum Salary:	Home Base: DHRC
VACANT POSITION	<i>Administrative Assistant</i>	(1) 1.0 FTE	<i>DHRC Program Manager</i>

<b>Min. Salary: \$52,000 (S&amp;B)</b>	<b>Maximum Salary:</b>	<b>Home Base: DHRC</b>

**BUDGET & BUDGET NARRATIVE:** CPLC has experience budgeting for projects of this caliber and scale. As a result, we feel certain that this budget reflects the appropriate funds needed to complete the project's initial start-up phase. The following is CPLC’s proposed budget for the DHRC Center Operator.

**Budget Proposal Summary – Year 1 & 2**

<b>Expense Detail</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Total</b>
A. Salaries and Wages	\$295,000	\$303,850	\$598,850
B. Payroll Taxes and Fringe Benefits	\$88,500	\$91,155	\$179,655
C. Travel	\$11,973	\$11,973	\$23,946
D. Supplies	\$111,400	\$30,400	\$141,800
E. Contractual	\$150,000	\$150,000	\$300,000
F. Other	\$234,200	\$234,200	\$468,400
G. Indirect Expenses	\$143,463	\$132,274	\$275,737
<b>H. TOTALS</b>	<b>\$1,034,536</b>	<b>\$953,852</b>	<b>\$1,988,388</b>

## Budget Proposal – Year 1

A. Salaries and Wages					
Position Title	FTE	Annual Salary	Program Allocation (%)	Total	Notes
Program Manager	1	\$65,000	100%	\$65,000	1 FTE @ \$65,000
Program Coordinator	1	\$55,000	100%	\$55,000	1 FTE @ \$55,000
Program Specialist	3	\$45,000	100%	\$135,000	3 FTE @ \$45,000
Administrative Assistant	1	\$40,000	100%	\$40,000	1 FTE @ \$40,000
<b>Total</b>				<b>\$295,000</b>	

B. Payroll Taxes and Fringe Benefits			
Position Title	Salary Charged	ERE Rate (%)	Total
Program Manager	\$65,000	30%	\$19,500
Program Coordinator	\$55,000	30%	\$16,500
Program Specialist	\$135,000	30%	\$40,500
Administrative Assistant	\$40,000	30%	\$12,000
<b>Total</b>			<b>\$88,500</b>

C. Travel				
Description	Unit	Cost Per Unit	FTE	Total
Mileage Reimbursement	960	\$0.67	5	\$3,216
Out-of-State Travel	2	\$1,460	3	\$8,757
<b>Total</b>				<b>\$11,973</b>

D. Supplies			
Description	Unit	Cost Per Unit	Total
Furniture & Fixtures	1	\$25,000	\$25,000
Computers	28	\$2,000	\$56,000
Software	28	\$400	\$11,200
Office Supplies	12	\$800	\$9,600
Office Printing Supplies	12	\$800	\$9,600
<b>Total</b>			<b>\$111,400</b>

E. Contractual			
Description	Unit	Cost Per Unit	Total
Professional Services	12	\$12,500	\$150,000
<b>Total</b>			<b>\$150,000</b>

F. Other			
Description	Unit	Cost Per Unit	Total
Media & Marketing	12	\$6,250	\$75,000
Training & Development	6	\$1,700	\$10,200
Supportive Services	12	\$8,250	\$99,000
Other (Contingency)	1	\$50,000	\$50,000
<b>Total</b>			<b>\$234,200</b>

G. Indirect Expenses			
Rate Detail	Rate %	Base (Total Direct)	Total
Federally Approved Indirect Rate	16.1%	\$891,073	\$143,463

<b>H. TOTALS</b>			<b>\$1,034,536</b>
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## Budget Proposal – Year 2

A. Salaries and Wages					
Position Title	FTE	Annual Salary	Program Allocation (%)	Total	Notes
Program Manager	1	\$66,950	100%	\$66,950	1 FTE @ \$65,000 with a 3% merit increase
Program Coordinator	1	\$56,650	100%	\$56,650	1 FTE @ \$55,000 with a 3% merit increase
Program Specialist	3	\$46,350	100%	\$139,050	3 FTE @ \$45,000 with a 3% merit increase
Administrative Assistant	1	\$41,200	100%	\$41,200	1 FTE @ \$40,000 with a 3% merit increase
<b>Total</b>				<b>\$303,850</b>	

B. Payroll Taxes and Fringe Benefits			
Position Title	Salary Charged	ERE Rate (%)	Total
Program Manager	\$66,950	30%	\$20,085
Program Coordinator	\$56,650	30%	\$16,995
Program Specialist	\$139,050	30%	\$41,715
Administrative Assistant	\$41,200	30%	\$12,360
<b>Total</b>			<b>\$91,155</b>

C. Travel				
Description	Unit	Cost Per Unit	FTE	Total
Mileage Reimbursement	960	\$0.67	5	\$3,216
Out-of-State Travel	2	\$1,460	3	\$8,757
<b>Total</b>				<b>\$11,973</b>

D. Supplies			
Description	Unit	Cost Per Unit	Total
Software	28	\$400	\$11,200
Office Supplies	12	\$800	\$9,600
Office Printing Supplies	12	\$800	\$9,600
<b>Total</b>			<b>\$30,400</b>

E. Contractual			
Description	Unit	Cost Per Unit	Total
Professional Services	12	\$12,500	\$150,000
<b>Total</b>			<b>\$150,000</b>

F. Other			
Description	Unit	Cost Per Unit	Total
Media & Marketing	12	\$6,250	\$75,000
Training & Development	6	\$1,700	\$10,200
Supportive Services	12	\$8,250	\$99,000
Other (Contingency)	1	\$50,000	\$50,000
<b>Total</b>			<b>\$234,200</b>

G. Indirect Expenses			
Rate Detail	Rate %	Base (Total Direct)	Total
Federally Approved Indirect Rate	16.1%	\$821,578	\$132,274

<b>H. TOTALS</b>	<b>\$953,852</b>		
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## Dolores Huerta Resource Center (“DHRC”) – Budget Narrative Year 1

CPLC Nevada, Inc. is focused on providing the highest level of customer service to all who walk into the “Dolores Huerta Resource Center (“DHRC”). Through the collaboration of various service providers and community stakeholders, we aim to deliver relevant and essential services that will inform, educate, and uplift our community in education, technology, workforce development, health & wellness, arts and culture, and recreational opportunities.

### A. Salary and Wages

**Total: \$295,000**

- 1 - Program Manager** Will oversee the program at the DHRC and will spend 100% of their time hiring, supervising, training staff, and overseeing all day-to-day functions of the DHRC. This individual’s annual salary is **\$65,000.00** and will be covered for the 24-months of the contract.
- 1 - Program Coordinator** Will spend 100% of their time providing direct services to the DHRC participants, coordinating workshops, and training with participating service providers, and maintaining a running calendar of activities at the DHRC. This individual’s annual salary is **\$55,000.00** and will be covered for the 24 months of the contract.
- 3 - Program specialists** will assist with the various direct services provided at the DHRC, such as workshops and recreational, educational, and other activities. The Program Specialist will ensure all needed materials and equipment are available for the DHRC participants. The individual salaries are **\$45,000.00** and will be covered for the 24 months of the contract.
- 1 - Administrative Assistant** Will spend 100% of their time managing the administrative duties of the DHRC, such as meeting management, arranging travel, answering, and directing phone calls, developing, and maintaining filing systems, processing invoices, greeting clients and visitors, and scheduling appointments. This individual’s annual salary is **\$40,000.00** and will be covered for the 24 months of the contract.

### A. Payroll Taxes and Fringes Benefits

**Total: \$88,500**

Payroll Taxes and Fringe Benefits are calculated at 30% for the following:

FICA - 6.20%	Medicare – 1.45%,	Workers’ Comp – 1.60%
LT Disability – 0.36%	ST Disability – 0.27%	Unemployment – 0.52%
Medical Ins – 16.21%	Dental – 1%	Vision – 0.03%
Healthiest You – 0.15%	EAP – 0.03%	Retirement – 2.00%
AD&D – 0.03%	Life – 0.15%	

### B. Travel -

**Total: \$11,973**

Out-of-state travel for training, and conferences, following the GSA rates. Travel expenses will also cover mileage reimbursement for business-related driving at the reimbursement rate of 67 cents per mile.

### A. Supplies –

**Total: \$111,400**

- a) **Furniture & Fixtures** - The following items are needed to set up the DHRC’s offices, classrooms, social gathering space, and conference rooms: 200 Chairs, 40 tables, 20 desks, filing cabinets, and 2 Smart Conference Room screens.

- b) **Computers** - The DHRC will provide 20 desktop computers to be used by the public for educational workshops, virtual training, and general use; staff will also require 8 laptops for day-to-day operations
- c) **Software** - Understanding the importance of implementing a robust volunteer program, we will invest in Volunteer Management Software to help recruit, train, engage, retain, track volunteer hours, post upcoming volunteer opportunities, and manage the volunteer database in one centralized space. Additionally, licensing fees, Microsoft Office, and any other software needs are included in the cost.
- d) **Office Supplies** - The DHRC will require the basic office supplies to be stocked with post-it notes, notebooks, binders, staplers, pens & pencils, butcher paper, envelopes, folders, paper clips, calendars, markers, and any other items that might be needed to operate the DHRC.
- e) **Office Printing Supplies** - Monthly rental fee for two network printers for staff, three individual printers for participants, and copy paper, as needed.

**C. Contractual -**

**Total: \$150,000**

Some services provided at the DHRC will require that we pay for professional services for areas such as mobile medical clinics, mental health workshops, technical certifications, and other services requiring compensation.

**D. Other -**

**Total: \$234,200**

- a) **Media & Marketing** - A professional media & marketing firm is essential for the success of the DHRC. With the annual goal of serving 1,000 unduplicated individuals in English and Spanish, targeted efforts will be required for the Latino and English media outlets.
- b) **Staff Training & Development** - Training and development opportunities for staff to be as adept and proficient as possible to serve the DHRC participants better.
- c) **Contingency fund** - In anticipation of any unforeseen expenses at a rate of 5%, such as additional security for the DHRC's extended hours of operation and additional furniture or equipment for essential programming or services.
- d) **Supportive Services** - Understanding that the DHRC will be a centralized hub for resources and services, we plan to be a food distribution site and provide bus passes, seasonal essential needs, and other incentives to encourage participation and completion of workshops, classes, programs, and certifications.

**E. Indirect Cost -**

**Total: \$143,463**

CPLC NV has a federally approved indirect cost of 16.1% for Centralized Corporate Services (CCS), includes eight cost centers that build the infrastructure for the organization to support all programs and they include Finance/Accounting, Human Resources, Resource Development, Information Technology, Public Relations & Marketing, Research & Evaluation, Legal, and Compliance. This CCS cost also includes business and property insurance.

**Total Project Costs Year 1: \$1,034,536**

***Project Sustainability Strategies:*** CPLC internal resources that support project sustainability and growth, include 1) a Resource Development team, comprised of ten dedicated grant writers and development professionals, that works closely with project team to identify and secure additional financial resources (e.g., government grants, corporate/foundation grants, corporate sponsorship, major gifts, individual giving, special events, and in-kind donations) to sustain and grow the program; 2) a Research and Evaluation team, which supports all project evaluation activities and completes an annual project report highlighting successes; 3) a Communications Team, which disseminates program successes through print, electronic, social media and press releases; 4) a division that advocates for policies to support program goals and objectives; 5) strong, established partnerships, including partner meetings, and survivor-led advisory board to adapt the program to meet the changing needs of the community and brainstorm sustainability strategies; 6) a Board of Directors that supports program's goals as they align with CPLC NV's mission and strategic plan; 7) a well-developed network of partners with which to share resources, minimizing expenses and maximizing impact. and 8) diversified funding streams including fees for services coupled with sound fiscal management.

#### **5. Statement of Qualifications: Relevant Experience**

CPLC-NV is a well-established organization with solid leadership, administration, fiscal management, infrastructure, technical resources, and highly qualified, experienced personnel capable of administering the DHRC activities, and providing executive oversight to partners providing direct services at the center and maintaining close communications with CNLV representatives.

CPLC-NV meets the minimum requirements stipulated in this RFP; we are a 501c3 organization, with over five years of experience providing and coordinating direct services and three years' experience and managing and operating a service center and hold various state and federal contracts to provide essential services.

CPLC management structure consists of a nine (9) member Board of Directors, including Chairwoman Ms. Alicia Nunez, CPLC Inc President & CEO, Treasurer Jesse Satterlee, board also includes Las Vegas representatives Telma Lopez, Chelsie Campbell Esq., and Nileen Knoke. Our organization also has a program-specific volunteer community advisory board that further supports our community-based programs and activities across Nevada.

This executive leadership is responsible for providing oversight and guidance, setting policy, and providing strategic direction for the organization. This executive team has high educational competency, providing the organization with breadth and depth to match the ambition of its mission, goals, and strategies.

***Systems, Policies, and Procedures for Award Oversight:*** CPLC-NV has written board approved comprehensive policies and procedures in place for human resources employee, for accounting, fiscal management, risk management, ITMS security and document retention and disposal. A computer and management information system capable of managing the complexities of the DHRC and many other complex government programs it participates in. CPLC currently manages an annual budget of \$13,727,700.00 and a staff of 122.

CPLC-NV uses accounting software for financial tracking and reporting. The software is a Windows-based, SQL product called Blackbaud, Accounting for Nonprofits. All transactions are coded following a structured chart of accounts that identifies the Project, Fund, Grant, Account Number, Center, and Report Code.

CPLC-NV policy and procedures are designed to include effective checks and balances to safeguard the assets of our organization and funders. Internal controls come in the form of records and reports, authorizations and approvals before an action is taken, routine supervision of critical activities, reports to a pre-determined list of employees and flow charts of responsibilities ensure the proper segregation of duties, the creation of reliable financial reporting, promotion of compliance with laws and regulations and achieve effective and efficient operations. Project financial data will be available for inspection and audits immediately upon written request under a reasonable time and during regular business hours. Document retention policies and procedures ensure the accurate storage and disposition of all project data as required by law and funding source. Our standard retention period is seven years. Project data will provide access to records upon written request promptly. These internal controls are effective at all offices and programs within CPLC-NV. They include, but are not limited, to procedures for (1) risk management, (2) ITMS and the integrity and safety of data collected; (3) evaluating staff and programs; (4) preparing appropriate and timely financial and programmatic reporting to leadership, board members and funders, (5) implementing personnel and conflicts of interest policies.

During FY22, we impacted 57,887 lives with an increase from FY21 of 31% or 18,010 clients receiving direct service, 37%, or 13,633 indirect and increase of 113% through outreach of 26,244 individuals in our commitment to supporting equity, not just in education but in multiple supports that impact the prosperity and well-being—housing, healthcare, quality jobs, social networks, legal services, and the political process of Nevadans.

***Experience Managing Centers:*** Since May of 2020 and through December of 2023, CPLC NV, as the Courtyard Homeless Resource Center Operator, in partnership with the City of Las Vegas transformed the lives of homeless individuals at the Las Vegas Courtyard Homeless Resource Center (HRC). The HRC provided a safe, low-barrier shelter option to approximately 7% of the Las Vegas/Clark County’s Continuum of Care (CoC) homeless population every night, with the average overnight stay of 373 guests per night.

The efforts were in tangent with the City of Las Vegas, collaboration with community partners and alignment with the Southern Nevada Homeless Continuum of Care and its mission to end homelessness in Southern Nevada.

Since operating of the HRC in 2020, CPLC NV has provided services to an average of 2,066 guests per month and an average of 5,845 guests per year. Due to a large expansion effort beginning in 2022, the HRC served even more guests per night, resulting in the HRC serving over 8,500 individuals in FY22 alone. From May 2020 to December 2023 when CPLC NV stop operating the HRC the number of unique guests served increased by 62% (from 1760 to 2,852) and the number of monthly services increasing by 114.6% (from 16,587 to 35,591).

*Experience Providing Direct Services like the CNLV desired programmatic component at the DHRC:*

**DETR Workforce Development Program:** CPLC NV is the grantee of a \$1.6M grant from the Department of Employment, Training and Rehabilitation (DETR) that provides education, job training

and supportive services to adult dislocated workers ages 25 to 54. The program is felony friendly and bilingual services are available. The program will run through December 31, 2024, and seeks to serve 215 clients.

**DOL ETA YouthBuild Program:** YBLV's training program has five focus areas: Education; Career Counseling/Case Management; Vocational Training; Leadership Development and Civic Engagement; and Post- Program Services. Education Services focus on helping youth attain high school equivalency (HSE); Career Counseling/Case Management help youth explore college and/or career planning; Vocational Training concentrates on occupation-related classroom education and hands-on vocational activities; Leadership Development and Civic Engagement learning occurs during on-site job training. Vocational Training and Leadership Development and Civic Engagement activities both emphasize service learning. YBLV (YouthBuild Las Vegas) also incorporates youth-led Community Impact service projects. The total program budget was \$1,682,841.000, and 92 participants were served.

CPLC NV has successfully operated Operation HOME! in collaboration with Clark County for the past two years. Services provided included move in costs, rental assistance, utility assistance, emergency food assistance, clothing, and transportation assistance, in the form of bus passes.

***Collaborations and Coordination of Service Providers:***

*Courtyard Homeless Resource Center:* Our work at the Courtyard Homeless Center where our successful efforts were in tangent with the City of Las Vegas, collaboration with community partners and alignment with the Southern Nevada Homeless Continuum of Care and its mission to end homelessness in Southern Nevada. We continuously partner with health, food and supplies providers of services and products. The strategic partnerships were critical to our successful care of the homeless while strengthening relationships with local government entities.

*Operation Home! Rapid Rehousing:* CPLC NV participates in Operation HOME! This effort includes Clark County, City of Las Vegas, City of North Las Vegas, and the City of Henderson to revamp how city, county, and federal agencies work together through systems to help people experiencing homelessness move into housing. Supporting this initiative are also several community-based organizations, and county-wide housing providers, property managers and landlords.

*Latinos United Contra El Sida (LUCES) Supportive Housing Program:* CPLC NV collaborates and engages community-wide stakeholders both from the public and not for profit sectors with enhanced relationships across housing providers. LUCES provides housing services to clients under our Housing Opportunities for Persons with Aids (HOPWA) supportive housing program. Programs services are offered to Clark County residents.

*Homeless Community Outreach and Engagement:* CPLC NV collaborates with the Southern Nevada Health District's (SNHD) Acute Communicable Disease and Control Program (ACDC) to support deliverables concerning the CDC's detection and mitigation of COVID in homeless service sites and other congregate settings. Our COVID-19 mitigation efforts are at the community-based level engaging Clark County homeless services organizations to coordinate resources, developing strategies and support community-based relationships to mitigate COVID-19 and other communicable diseases.

*Homeless Street Outreach:* CPLC NV, in partnership with the City of North Las Vegas, serves on the city's Homeless Outreach and Mobile Engagement (HOME) team. Of the 7 team members on the HOME

team, 5 are CPLC staff. The HOME team addresses and mitigates issues related to homelessness and is aligned with the Southern Nevada Homeless Continuum of Care and its mission to end homelessness in Southern Nevada. Although efforts are jurisdictional, the team works across Clark County with agencies that can best meet the needs those the services engage.

*My Health & Community Connection:* CPLC NV, in partnership with LeSar Supportive Services and Elevance Health, serves to provide housing solutions and care coordination for clients in our My Health and Community Connection (MHCC) Pilot program. The MHCC program engages Medicaid eligible individuals with multiple health and social needs, and high emergency services users. These efforts are Clark County wide collaborating and engaging with diverse agencies, partner organizations and entities engaged with enrolled participants.

*Emergency Housing Program:* CPLC NV through Emergency Food and Shelter Program (EFSP) funding, provided short term (no more than 90-days) of Hotel/Motel shelter services. These services were available to Clark County residents; thus, we engaged with county-wide service providers working with individuals facing housing instability to complement and support homeless prevention as both bridge and transition emergency housing.

*Coordination of Referrals to Community Resources:* CPLC NV coordinates client service referrals with its governmental and local community agencies' support network. Program Specialist conducts a needs assessment and writes agency referrals within 72 hours of initial client contact. Written referrals are followed up by an assigned case manager or program specialist, with a telephone call to ensure care and services are provided within 5 days of referral and are periodically contacted for up to 90 days or until services are completed. CPLC NV will work with CNLV to pre-approve the service provider and to increase the number of agencies accepting our referrals.

**Center Strategic Assessment and Improvement Recommendations:** CPLC-NV will work with CNLC Centralizing improvement recommendations requires consolidating feedback, suggestions, and insights from various sources into a centralized system or platform. CPLC NV will, 1.) Establish a centralized system, 2.) Define clear channels for feedback, 3.) Encourage open communication, 4.) Categorize recommendations or complaints, 5.) Assign responsibility, 6.) Implement a review process, 7.) Prioritize recommendations or complaints, 8.) Track progress, 9.) Provide feedback and recognition, 10.) Iterate and improve, 11.) Integrate with continuous improvement strategies. Understanding that centralizing a strategic assessment and improvement program is an ongoing process that requires commitment and engagement from everyone working at the DHRC will ensure the best customer service and program delivery possible.

CPLC-NV is confident in its ability to complete all quantitative and qualitative objectives under the Scope this project, and we are willing to work with other community partners and direct service providers under this program. We believe that each serving organization brings unique strengths and capabilities, as well as strong relationships with the communities they serve.

To fulfill program objectives and meet projected outcomes, we will continue to engage new and existing resource partners, business/industry groups, and educational institutions in identifying disadvantaged, minority and people of color within their respective areas of service and work collaboratively with these partners to successfully meet and exceed CNLV Dolores Huerta Resource Center goals and execute on

the mission of the center to “*Empower and Uplift Our Community*” and CPLC’s “*to Drive Economic and Political Empowerment*” for all.



**City of North Las Vegas**  
**Request for Proposal ("RFP")**  
**RFP 2024-002 Dolores Huerta Resource Center**  
**(DHRC): Community Resource Center Operator**

**EXHIBIT "A" PROPOSAL SUBMITTAL PAGE**

This Proposal is submitted in response to **RFP 2024-002 Dolores Huerta Resource Center ("DHRC"): Community Resource Center Operator** and constitutes an offer by this company to enter into a contract as described herein.

Nancy Lipman	CPLC Nevada Inc	
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	LEGAL NAME OF FIRM	
	2/1/2023	
AUTHORIZED SIGNATURE	DATE	
EVP, Compliance & Risk	702- 207-1614	602-257-6708
TITLE	TELEPHONE NUMBER	CELL NUMBER
555 N Maryland Parkway,		
Las Vegas	NV	89101-3133
CITY	STATE	ZIP CODE

E-MAIL ADDRESS: nancy.lipman@cplc.org

CNLV-BUSINESS LICENSE NO: #112603

YES 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
<b>Name</b> CPLC Nevada, Inc.	<b>RFP 2024-002 Dolores Huerta Resource Center ("DHRC"): Community Resource Center Operator</b>
<b>Address</b> 555 N. Maryland Parkway, Las Vegas, NV 89101	
<b>Telephone</b> 702-207-1614	
<b>EIN or DUNS</b> 47-2624854	

BLOCK 3	TYPE OF BUSINESS
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" 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.	SEE ATTACHED		
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.

*Rupert Ruiz*  
Name Rupert Ruiz

2.1.2024  
Date

Subscribed and sworn to before me this 1<sup>ST</sup> day of February, 2024

*Diana Salazar Bakke*  
Notary Public



**Exhibit B – Disclosure of Ownership/Principals**

<b>Name/Title</b>	<b>Business Address</b>	<b>Business Phone</b>
Chicanos Por La Causa, Inc. – Sole Member	1112 E. Buckeye Road, Phoenix, AZ 85034	602-257-0700
Alicia Nunez – Chairman of the Board/Director	1112 E. Buckeye Road, Phoenix, AZ 85034	602-257-0700
Andres Contreras – Vice Chair/Director	1112 E. Buckeye Road, Phoenix, AZ 85034	602-257-0700
Max Gonzales – Secretary/Director	1112 E. Buckeye Road, Phoenix, AZ 85034	602-257-0700
Rupert Ruiz – President	555 N. Maryland Pkwy, Las Vegas, NV 89101	702-207-1614
Jose Martinez – Director	1112 E. Buckeye Road, Phoenix, AZ 85034	602-257-0700
Patricia Duarte – Director	1112 E. Buckeye Road, Phoenix, AZ 85034	602-257-0700
Nancy Lipman – Director	1112 E. Buckeye Road, Phoenix, AZ 85034	602-257-0700
Jesse Satterlee – Director	1112 E. Buckeye Road, Phoenix, AZ 85034	602-257-0700
Chelsie Campbell – Director	555 N. Maryland Pkwy, Las Vegas, NV 89101	702-207-1614
Nileen Knoke – Director	555 N. Maryland Pkwy, Las Vegas, NV 89101	702-207-1614
Telma Lopez – Director	555 N. Maryland Pkwy, Las Vegas, NV 89101	702-207-1614

EXHIBIT "C"

QUALIFICATIONS AND EXPERIENCE RESPONDENT

Name: CPLC Nevada Inc

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

CPLC-NV meets the minimum requirements stipulated in this RFP; we are a 501 c 3 organization, founded in 2014 with over ten years of experience providing and coordinating direct services and managing and operating various state and federal contracts to provide essential services under its five pillars of service: Education, Economic Development, Health, Housing, social services and community referral navigation services in English and Spanish in a competent manner. During FY22, we impacted 57,887 lives with an increase from FY21 of 31% in clients receiving direct service, in our efforts to supporting equity, in access to housing, healthcare, quality jobs, social networks, legal services, and the political process to all Nevadans particularly the underserved people of color.

**Experience Managing Centers:** Since May of 2020 - December of 2023, CPLC NV, as the Courtyard Homeless Resource Center (HRC) Operator, in partnership with the City of Las Vegas transformed the lives of homeless individuals of Las Vegas. The HRC provided a safe, low-barrier shelter option to approximately 7% of the Las Vegas/Clark County's Continuum of Care (CoC) homeless population every night, with the average overnight stay of 373 guests per night.

CPLC NV served an average of 2,066 guests per/mo and an average of 5,845 guests p/yr. In 2022 alone and due to a large expansion the HRC increased the service to 8,500 individuals. From May 2020 to December 2023 when CPLC NV stop operating the HRC the number of monthly services increasing to 35,59).

YouthBuild Las Vegas (YBLV) program has five focus areas: Education; Career Counseling/Case Management; Vocational Training; Leadership Development and Civic Engagement; and Post- Program Services. Education Services focus on helping youth attain high school equivalency; Career Counseling helps youth explore college/career planning; Vocational Training concentrates on occupation-related classroom education and hands-on vocational activities; Leadership Development and Civic Engagement learning occurs during on-site job training. Both activities emphasize service learning. YBLV also incorporates youth-led Community Impact service projects. The total program budget was \$1,682,841,000, and 92 participants were served.

CPLC NV coordinates and executes health & Wellnes, Financial Education, Job Readines, Mental Health Counseling, HIV/Aids education and treatment, Housing Counseling, Youth and Parent Engagement, Education and Civic engagement services and activities. Client service referrals with governmental and local community agencies' support network are a few of the many other programs and services delivered by a team of highly skilled and competent leadership and staff. Our depth in expertise in coordinating and executing community outreach and volunteer engagement is evidenced by the overwhelming community support for our activites, such as KaBoom Playground Buildout, VITA tax service, get out the vote and many others.

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: Youth Build**

Company Name: U.S. DEPARTMENT OF LABOR / EMPLOYMENT AND TRAINING ADMINISTRATION

Company Address: 200 CONSTITUTION AVENUE NW - ROOM N-4716, WASHINGTON, DC 20210

Point of Contact: Tiffani Thomas Phone Number: (415) 625-7961

E-Mail Address: thomas.tiffani@dol.gov

Brief Description of Contract Scope:

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational services for opportunity youth ages 16-24 who left school without a secondary diploma.

Term of Contract (Base plus Option Years): February 01, 2019 – August 31, 2022

Year of Base Contract Award: 2019 Year Contract Completed: 2022

Base Contract Amount: \$1,100,00.00 Total Contract Amount (including all option years) \$1,100,000.00

Did the contract contain a liquidated damages clause?  YES  NO

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

EXHIBIT "C"

QUALIFICATIONS AND EXPERIENCE RESPONDENT  
(CONTINUED)

**Example Contract 2: Operation Home**

Company Name: Clark County, Nevada

Company Address: 500 S Grand Central Parkway Las Vegas NV 89155

Point of Contact: Shawn Bolster Phone Number: (702) 808-3512

E-Mail Address: Shawn.Bolster@ClarkCountyNV.gov

Brief Description of Contract Scope:

Operation Home provides rapid rehousing services and support to homeless individuals, prioritizing those who are at increased risk of experiencing severe illness from COVID-19

Term of Contract (Base plus Option Years): October 01, 2022 – June 30, 2023

Year of Base Contract Award: 2022 Year Contract Completed: 2023

Base Contract Amount: \$ 1,415,702.31 Total Contract Amount (including all option years) \$ 1,415,702.31

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: Courtyard**

Company Name: City Of Las Vegas

Company Address: 495 S. Main St. 4th Floor Las Vegas, NV 89101

Point of Contact: Maurice Cloutier Phone Number: (702) 831-0167

E-Mail Address: mcloutier@lasvegasnevada.gov

**Brief Description of Contract Scope:**

The purpose of the Courtyard Homeless Resources Center is to provide access to homeless services and housing placement by filling existing service gaps in the city's urban core.

Term of Contract (Base plus Option Years): March 31, 2020 – December 31, 2023

Year of Base Contract Award: 2020 Year Contract Completed: 2023

Base Contract Amount: \$ 2,851,524.00 Total Contract Amount (including all option years) \$ 4,456,556.00

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 "E"  
NON-COLLUSION AFFIDAVIT



CITY OF NORTH LAS VEGAS

**Non-Collusion Affidavit**

State of Nevada County of Clark being first duly sworn deposes that:

- (1) He/She is the EVP, Compliance & Risk, HR of CPLC Nevada Inc, 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): NANCY LIPMAN  
Title: EVP, COMPLIANCE & RISK, HR

Subscribed and sworn to before me this 2nd day of February 2024

Diana Salazar Bakke  
Notary Public

My Commission expires: 4.26.2025



**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.

NANCY LIPMAN - EVP, COMPLIANCE & RISK, HR  
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

CPLC Nevada Inc  
LEGAL NAME OF RESPONDENT

  
AUTHORIZED SIGNATURE

\_\_\_\_\_

**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 Services Agreement attached hereto.

**DOLORES HUERTA RESOURCE CENTER (DHRC)  
COMMUNITY RESOURCE CENTER OPERATOR SERVICES AGREEMENT**

This Dolores Huerta Resource Center (DHRC) Community Resource Center Operator Services Agreement (“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 [CPLC Nevada Inc], a [non-profit entity registered with the State of Nevada insert entity type and state of origin] (“Provider”). The City and Provider will be referred to individually as the “Party” and jointly as the “Parties”.

**WITNESSETH:**

WHEREAS, the City requires community resource center management, as more particularly described in the Dolores Huerta Resource Center (DHRC) Community Resource Center Operator Request for Proposal RFP 2024-002 (“RFP”) attached hereto as Exhibit A (“Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

**SECTION ONE  
SCOPE OF SERVICES**

1.1. Provider shall perform the Services in accordance with the RFP scope of work, and terms and conditions, incorporated herein and attached as Exhibit A, Services Provider’s response to the RFP dated [insert date], incorporated herein and attached as Exhibit B, and the terms, conditions, and covenants set forth in this Agreement.

1.2. 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  
TERM**

This Agreement shall commence on the Effective Date and will continue to be in effect for two (2) years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager or his/her designee may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider.

**SECTION THREE  
COMPENSATION**

Provider will provide the Services [*at the rate of OR in the amount of*] [\$ \_\_\_\_\_], which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is [\_\_\_\_\_] (\$ \_\_\_\_\_). The total not to exceed amount of this Agreement is [\_\_\_\_\_] (\$ \_\_\_\_\_).

**SECTION FOUR  
TERMINATION OR SUSPENSION OF SERVICES**

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City, through its City Manager or his/her designee, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

**SECTION FIVE  
PROVIDER REPRESENTATIONS AND WARRANTIES**

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.12. 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.

5.13. 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.

## **SECTION SIX INDEMNIFICATION**

The Parties (individually, the "Indemnitor") shall defend, indemnify, and hold harmless the other Party (the "Indemnitee"), and its officers, agents, employees, subsidiaries and affiliates from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the Indemnitee suffers or its officers, agents, employees, subsidiaries or affiliates suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Indemnitor, its subcontractors, agents, employees and affiliates, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION SEVEN 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 EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION**

8.1. 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.

82. 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 NINE INSURANCE**

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. 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.

9.1.2. 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 \$3,000,000.00 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.

9.1.3. 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.

9.1.4. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$2,000,000.00 per occurrence or claim, \$4,000,000.00 aggregate.

9.1.5. 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.

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

9.1.6.1. 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).

9.1.62 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.

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

9.1.64 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.

9.1.65 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.

9.1.66 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.

9.1.67 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.

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

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

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

9.1.6.8.3. 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.

9.1.7. 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.

9.1.8. 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 TEN  
NOTICES**

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by email, personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas  
Attention: Joy Yoshida  
2250 Las Vegas Blvd., North, Suite 820  
North Las Vegas, NV 89030  
Phone: 702-633-1745

To Provider: [REDACTED]  
Attention: [REDACTED]  
[REDACTED]  
[REDACTED]  
Phone: [REDACTED]

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

## **SECTION ELEVEN SAFETY**

11.1. 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. Provider 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.

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

## **SECTION TWELVE ENTIRE AGREEMENT**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

## **SECTION THIRTEEN MISCELLANEOUS**

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

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

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A 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 Exhibit B 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.

135. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

136. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

137. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

138. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

139. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of 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.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. 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 Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. 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 Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses,

including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier 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.

13.18. 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.

13.19. 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 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

[The remainder of this page is left intentionally blank. Signature page follows.]

**IN WITNESS WHEREOF**, the City and Provider have executed this Agreement as of the Effective Date.

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 “H”  
Proposal Questions**



**CITY OF NORTH LAS VEGAS**

**1. Organizational Background:**

- **Can you provide an overview of your nonprofit organization, including its mission, values, and primary areas of focus?**

The mission of CPLC Nevada, Inc. (CPLC NV) is to Drive Economic and Political Empowerment.

Our Core Values:

CORE VALUES
<b>Community: <i>Strength in Unity</i></b> <ul style="list-style-type: none"><li>• <i>Community Members, Employees Roles &amp; Strengths</i></li><li>• <i>Trust: In one another &amp; between departments</i></li></ul>
<b>Ownership: <i>Accountability to the End</i></b> <ul style="list-style-type: none"><li>• <i>Customer Service – See a problem through final resolution</i></li></ul>
<b>Respect: <i>I Value You</i></b> <ul style="list-style-type: none"><li>• <i>Platinum Rule – Treat others as they want to be treated, expertise to one’s knowledge, skills, abilities</i></li></ul>
<b>Empowerment: <i>Providing Opportunity</i></b> <ul style="list-style-type: none"><li>• <i>Community Members, Employees’ Roles and Strengths, Trust in one another and between departments</i></li></ul>
<b>Integrity: <i>Consistently Honorable</i></b> <ul style="list-style-type: none"><li>• <i>Act honorably even when no one is looking, Ethics</i></li></ul>
<b>Quality Standards: <i>Always Giving the Best</i></b> <ul style="list-style-type: none"><li>• <i>Effective and Efficient Processes</i></li></ul>

CPLC NV was incorporated as a 501 c 3 in Nevada in 2014 and licensed to do business with the City of North Las Vegas (CNLV) under license #112603.

CPLCNV has operations in 6 out of 17 counties in Nevada and provides a full range of programs under its five pillars of service: 1) Social Services and Education; 2) Housing; 3) Economic Development, 4) Integrated Health and Human Services, and 5) Advocacy

- **How did you become aware of our community resource center and what motivated your organization to apply for its operation?**

CPLC NV was asked by the CNLV to be a part of a coalition of several local service providers from the community who were already providing social

services. CPLC NV regularly attended monthly coalition meetings held by the CNLV to identify programing needs, and desired methods of delivering the services. It was through the coalition meetings that CNLV identified that CPLC NV integrated and community-based approach complimented the needs that the CNLV and the community had identified.

After reviewing the RFP, we realized that the DHRC and our missions were in alignment. We had the knowledge, capacity, and willingness to operate the center. Operating the Center would give us another opportunity and platform to serve our communities, particularly low-income minority Latinos of the area that make up over 42% of the residents of CNLV. It would also help increase community access to services and provide an opportunity to continue to build the social safety net well into the CNLV community.

## **2. Mission Alignment:**

- **How does your organization's mission align with the goals and objectives of our community resource center?**

CPLC NV's mission "*To Drive Economic and Political Empowerment*" is in absolute alignment with the DHRC mission to "*Empower and Uplift Our Community*" and its purpose.

The objectives of the DHRC include:

- *Provide a comprehensive range of services and resources to the community leveraging community non-profit providers of vital services that promote CNLV's residents' well-being, education, and resilience.*

CPLC NV currently provides a wide range of comprehensive services that meet community needs as determined by the communities we serve. Over the past ten years CPLC NV has added programming that serves clients from age 15-80+. The service provision that CPLC NV has includes financial literacy, workforce development, referral services, housing counseling, supportive housing just to name a few.

- *Foster community engagement and collaboration.*

CPLC NV uses a community-based model that utilizes a continuous communication feedback loop. The feedback loop ensures that the community is being served in a culturally and linguistically appropriate manner and services are being added or curated based on the changing needs of our clients.

- *Enhance the quality of life for residents through access to valuable programs and resources.*

As described earlier CPLC NV's programming empowers communities by teaching them valuable skills to increase housing security, financial independence, and skill development to name a few. Through CPLC NV's comprehensive programming and nonprofit network we are confident that the DHRC under our operation will meet the

objective of providing resources.

- **Can you share specific examples of projects or initiatives your organization has undertaken that demonstrate alignment with community development and support?**

Since 2010, all CPLC NV initiatives show alignment with Empowering and Uplifting Our Community mission of the center. Here are samples under the following service umbrella few:

Homeless Services: our undermanagement of the Courtyard Homeless Center

Family Empowerment: Housing counseling and financial literacy and Covid-19 recovery emergency services and support

Economic Empowerment: Workforce development and job readiness program that prepares adults and youths to enter and retain employment in the local workforce. Our Prestamos options to affordable credit, small business development and technical assistant services

Education: Youth and Adult education ELS, GED (General Equivalency Diploma), PALS family support and school engagements services

Health & Wellness: our behavioral health services and healthy eating workshops

Civic Engagement & Volunteer: The construction of a Kaboom playground for Child Heaven, the first stop for displaced and abused children in the foster care system, VITA Tax services by certified accountants volunteer services just to name a few. All these in collaboration of community partners, supporters and excellent and committed staff.

### **3. Nonprofit Experience:**

- **Describe your organization's experience in managing and operating nonprofit programs or services, particularly those related to community development and resources.**

Since our inception, we have successfully managed and administered our non-profit operations while safeguarding our assets and those of our funders. We have managed:

- State and federal grants in the development of housing units for sale and rent
- Supported the business community with SBA (Small Business Administration) related services,
- Managed Nevada, Clark County, and city of Las Vegas and CNLV sponsored services for underserved low-income individuals,
- Offers access to affordable capital and technical assistance
- Key responders to the community in times of crisis, with vaccination, and behavioral health services,

- Provides rapid re-housing and
- Offers financial support to pay electrical bills and other emergency needs.

CPLC NV operational strength also comes from organizational leadership and managerial skills. CPLC NV has over 10 years of non-profit, government and social services background. In tandem with competent leadership CPLC NV has a knowledgeable professional supporting the administrative functions essential to smooth operations including HR, Finance, ITMS, Legal, Communication, PR, Resource Development to support CPLC NV operational strategies and objectives.

- **Have you worked on projects that involve collaboration with other nonprofits, government agencies, or community stakeholders? If so, please describe the initiative.**

**YouthBuild** is a national program funded by the Department of Labor. It requires monthly meetings, and regular reporting to the Federal Department of Labor. The 3-year project requires collaboration with other non-profits such as Habitat for Humanity to provide on-the-job work experience. Other partnerships that support our YouthBuild program are Clark County Foster Care Services, Shonnon West Homeless Shelter for Teens, R.I.S.E. Homes transitional living, Project 150, Just One Project, SHRHA, and several elected officials from various governmental agencies that come speak to our YouthBuild participants.

**Our Vita Tax** services are for seniors and veterans. We coordinated services with over 20 certified tax accountants and 800+ low-income senior and veterans

**Workforce Services Program** through a partnership with the Federal Department of Labor and in partnership with the State's Department of Employment, Training & Rehabilitation CPLC NV manages and administers a workforce and development for adult dislocated workers ages 25 – 54 years of age. This program partners with dozens of organizations to train, certify and support unemployed, and under-employed adults in our community.

**What current initiatives do you have funding for, and will this be applied to the DHRC?**

CPLC NV currently has funding for the following programs that can be offered at DHRC; the YouthBuild Program, the Workforce Development DETR program, Pediatric Access Line – PAL program, Housing Counseling program, Utility assistance program, HOPWA (Housing Opportunities for Persons With AIDS) program, PRESTAMOS – Small Business services, holiday gift assistance program, and regular resource fairs.

#### **4. Capacity and Resources:**

- **What is your organization's capacity to effectively manage and sustain the community resource center, both in terms of personnel and financial resources?**

CPLC NV has the infrastructure and capacity to effectively manage the center's activities. In addition, we can leverage experience and lessons learned of our parent company's 30 years managing community centers in Arizona. CPLC NV is a solvent organization with over 100 employees. We currently manage an annual budget of \$13,727,700.00

- **How do you plan to secure funding and resources to support the center's ongoing operations and programs?**

CPLC will use the services of ten dedicated grant writers and development professionals, that will work closely with centers Manager and CNLV team to identify and secure additional financial resources (e.g., government grants, corporate/foundation grants, corporate sponsorship, major gifts, individual giving, special events, and in-kind donations) to sustain and grow the program;

### **Community Collaboration:**

- **How does your organization plan to collaborate with local community members, organizations, and leaders in the operation of the resource center?**

CPLC NV has a strong, reputable presence in the community. Through years of service and advocacy, CPLC has established relationships of trust with several institutions at national, state, and local levels; they include non-profits, media outlets, churches, schools, and elected officials. These partnerships will allow CPLC NV the ability to reach a wide range of community members to collaborate in the delivery of services to be provided at the DHRC, these strong partnerships will also assist in reaching those in the community that need the services.

- **Can you provide examples of successful collaborations your organization has engaged in to address community needs?**

**As mentioned before YouthBuild** is a national program funded by the Department of Labor. It requires monthly meetings, and regular reporting to the Federal Department of Labor. The 3-year project requires collaboration with other non-profits such as Habitat for Humanity to provide on-the-job work experience. Other partnerships that support our YouthBuild program are Clark County Foster Care Services, Shonnon West Homeless Shelter for Teens, R.I.S.E. Homes transitional living, Project 150, Just One Project, SNRHA, and several elected officials from various governmental agencies that come speak to our YouthBuild participants.

This collaboration is considered a success as we have had 75 YouthBuild participants gain 95% knowledge and experience. 71 have successfully received their HiSET high school equivalency diploma while making \$15.00 per hour working on pre-approved job sites.

Our Vita Tax services are for seniors and veterans. We coordinated services with over 20 certified tax accountants and 800+ low-income senior and veterans

### **Equity and Inclusion:**

- **How does your organization prioritize equity and inclusion in its programs and services?**

CPLC NV shares its roots as an affiliate organization of CPLC which was founded upon the goal of ensuring equal access to education for Latino/a students in South Phoenix. Since CPLC NV's founding over 13 years ago it has grown significantly since this time in both size and scope of services and programs; however, it remains committed to supporting equity, not just to education but to multiple supports that impact an individual's prosperity and well-being—housing, safe neighborhoods, healthcare, quality jobs, and social supports. Although CPLC NV's roots are in the Latina/o community, today it is committed to achieving equity for all individuals regardless of background.

Equity is the lens through which CPLC NV views every opportunity, decision, or action, asking the questions 1) Are the people impacted at the decision-making table? 2) What perspectives are we

engaging to identify strategies? 3) How will strategies impact different community members/groups? 4) Do we have the experience to know the root cause of the problem? 5) Do strategies address the root cause of the problem? 6) Will strategies be culturally relevant to the community members/groups we are trying to serve?

CPLC' NVs Governing Board and leadership staff reflect the diversity of the communities it serves.

CPLC NV intentionally locates its services in low-income, low opportunity communities with high percentages of minority residents, including our office on Maryland Parkway and Bonanza. These communities have been disproportionately impacted by the pandemic, experiencing both higher incidence rates and economic repercussions. CPLC NV has responded by addressing immediate needs and fostering resiliency. A few examples of these efforts are summarized below:

Supplying emergency food boxes for families

Helping to bridge the digital divide by providing computers and internet access so children can access virtual learning

Furnishing virtual workforce development services to individuals who have lost jobs

Offering small business forgivable loans and technical assistance so that small businesses can survive the pandemic and build the capacity to thrive in the post-pandemic business climate

- **What steps will you take to ensure that the community resource center is accessible and beneficial to all members of the community, including underrepresented groups?**

At CPLC NV we provide ADA accommodation. We are an inclusive organization where equality and diversity are valued among its employees, the community, and the individuals we serve. CPLC-NV has no tolerance for discrimination either directly or indirectly regarding employment or accessing services where service needs can be met with reasonable accommodation. Any accommodation decision, for or against the provision, criterion, or practice, will meet all applicable laws and requirements.

To ensure our programs meet the community needs, we will have low-income community members provide feedback on a constant and continuous basis. CPLC NV works with clients, and compensates them as subject matter experts, for their “lived experience.” We ensure all voices, especially those with “lived expertise,” are heard and have a seat at the table when discussing solutions to various housing and or community issues that have consequences for families being served.

## **5. Impact Measurement:**

- **How does your organization measure the impact of its programs, and what metrics would you use to evaluate the success of the community resource center?**

Through the development data collection tools such pre-post tests, client satisfaction surveys and feedback loops for program participants and community members to express their opinions on the program meeting needs, additional services that can be added and quality of service measurements. Our teams work collaboratively with its funders to develop proper mechanisms and protocols to ensure that data collection, evaluation and reporting activities are conducted accurately and in a timely manner.

- Can you provide examples of outcomes and successes from your organization's previous initiatives?

## Courtyard



72% of guests are satisfied with services provided at the Courtyard.  
vs. 61% in 2020 (Statistically Significant Increase) N=138

72% of guests feel safe at the Courtyard.  
vs. 67% in 2020 N=138

**Nevada CCBHC Snapshot**   

June 15, 2021-February 14, 2023



Certified Community Behavioral Health Clinics (CCBHCs) are designed to provide a comprehensive range of mental health and substance use disorder services to individuals of all walks of life. They must directly provide (or contract with partner organizations to provide) prescribed services with a specialized emphasis on the provision of 24-hour crisis care, evidence-based practices, care coordination with local primary care and hospital partners, and integration with physical health care within CCBHCs.

SAMHSA granted CPLC Nevada 2 separate sites to house CCBHCs in the rural areas of Douglas and Mineral Counties. Both CCBHCs serve children, adolescents, and adults.

**384 Adults & Youth Served**  
Average time in care: 4 months  
Two-thirds of clients reside in Douglas County

**24 Community Partnerships Created & Nurtured**  
Including Douglas County Sheriff's Department, China Springs Youth Camp, School Districts, Juvenile Probation, Tribal Organizations, Youth & Families.

**314 Intake Screenings**  
To determine further mental health service need

**152 Assessments Conducted**  
To determine diagnosis and intervention

**44 Substance Use Interventions**

**187 Responses to Crisis Calls**  
Two-thirds of crisis call visits were to youth under the age of 18

### Who We Serve



### How We Help



## 6. Sustainability:

- What strategies does your organization employ to ensure the long-term sustainability of its projects and programs?

CPLC NV has a team of 10 dedicated grant writers whose purpose is to identify and seek funding opportunities that would complement and fund our programs,

including DHRC. In addition, CPLC NV is constantly seeking additional funding sources to ensure a continuation of services. CPLC NV also relies heavily on data collection, and successful trends to make data-driven decisions.

- **How do you plan to engage the community in supporting and sustaining the resource center over time?**

CPLC NV leadership team will work diligently with the CNLV representatives in creating awareness of centers services and future needs among local community stakeholders and funders. DHRC Manager and Coordinator will engage and communicate with community stakeholders via e-mail, telephone and letters on center related matters including action plan benchmarks and deliverables. It will inform the community of fundraising efforts and events. At events, the need for support, including financial support will be clearly expressed.

## **2. Volunteer Engagement:**

- **How does your organization recruit, train, and retain volunteers to support community initiatives?**

Investing in Volunteer Management Software is essential for a successful volunteer program. With this software you can post future volunteer opportunities, track volunteer hours, and house the database of individual volunteers and volunteer groups in one centralized location. CPLC NV engages volunteers through social media platforms and through partnerships with businesses, non-profits, local churches, high schools, and other community organizations seeking to expand their relationship with the community beyond a monetary contribution. Training our volunteers for service projects may require several instructional sessions prior to the event such as the annual Homeless Census Count that requires exact reporting, or it can be as simple as a pre-event huddle to provide clear instructions, make assignments, provide necessary equipment, and emphasize the importance of safety and excellent customer service. Volunteers want to be useful and be engaged with those they are serving; they also need to be recognized for their service; CPLC NV understands that meeting their needs as volunteers increases the retention rate of our volunteers.

- **Can you share experiences where volunteers played a significant role in achieving the organization's goals?**

A large event was at the volunteer construction site of the Kaboom playground for children in the foster care system. Our staff, with Kaboom construction team, coordinated the activities of over 300 volunteers and completed the playground construction in one day.

On a smaller scale, volunteers and staff coordinate and execute the annual Trick-a-Trunk Halloween holiday celebration for hundreds of children, that provided a safe, fun place to celebrate the holiday with their friends and family.

Another example of significant impact was our Vita Tax income tax preparation

initiative where volunteer accountants played a pivotal role in providing free tax preparation for lower income families and individuals.

### **3. Adaptability and Flexibility:**

- **How does your organization approach adaptability and flexibility in responding to changing community needs or unexpected challenges?**

CPLC NV is an organization that has thrived in fast-changing non-profit and community development landscapes. We have been able to serve the State of NV for over 13 years due to prioritizing adaptability and flexibility. We do this by instituting the following: Building a Culture of Learning and Continuous Improvement; CPLC NV's Research and Evaluation Team use a feedback loop to ensure we meet program deliverables. Through this process CPLC NV ensures that we adapt our programs to meet the needs of something unforeseen happens.

CPLC NV Leadership Encourages open communication and feedback. Under our Operational expertise CPLC NV will regularly gather information from the community and our service providers/ and front-line staff to identify emerging needs and challenges. Open communication can only be accomplished by fostering an environment where staff have the bandwidth to bring forward mistakes and brainstorm solutions for the feedback loop to work.

CPLC NV will create cross functional/ agency/ departmental teams at the DHRC to ensure that we are able to create an environment where the DHRC under our operational guidance will support and respond to the changing needs or unexpected community challenges.

- **Can you provide an example of a situation where your organization had to pivot its strategy in response to evolving circumstances?**

Covid-19 pandemic challenged the organization to quickly adapt and show flexibility in responding to a community in crisis where many were afraid to get health care, or risk family members health and sustainability. CPLC NV had to step up and immediately convened internal agency and community agencies key leadership, staff to evaluate the best course of action to address the crisis. While concurrently we had internal meetings to discuss strategy and needs to quickly adapt our service delivery to online, find creative ways to implement new work schedules and the selection of critical services to be delivered to help combat the impact to our communities and of course our own families. Organization, close communication, and open mind were key to the success of our changes Not only within our agency but in the acceptance of these changes by those we served.

While the agency had emergency plans, we were unprepared for the impact of the Covid-19 pandemic and its impact on traditional service provision. With the use of its existing technology and infrastructure CPLC NV was still able to assist clients and communities at this stressful time. CPLC NV instituted in alignment with CDC measures, protocols, and tools; to protect staff and clients. Our leadership and staff worked collaboratively and respectfully with local governments, the federal government and other community non-profits to find and develop creative and alternative options to remain open. CPLC NV was

nimble, assertive, and compassionate and proved that the agency and its team were able to meet unexpected challenges and demands.

EXHIBIT C

Revised Proposal

Please see attached page(s).

## Dolores Huerta Resource Center (“DHRC”) – Budget Narrative Year 1

CPLC Nevada, Inc. is focused on providing the highest level of customer service to all who walk into the “Dolores Huerta Resource Center (“DHRC”)”. Through the collaboration of various service providers and community stakeholders, we aim to deliver relevant and essential services that will inform, educate, and uplift our community in education, technology, workforce development, health & wellness, arts and culture, and recreational opportunities.

### **A. Salary and Wages**

**Total: \$342,720**

**1 - Program Manager** Will oversee the program at the DHRC and will spend 100% of their time hiring, supervising, training staff, and overseeing all day-to-day functions of the DHRC. This individual’s annual salary is **\$75,000.00** and will be covered for the 12 months of the contract.

**1 - Program Coordinator** Will spend 100% of their time providing direct services to the DHRC participants, coordinating workshops and training with participating service providers, and maintaining a running calendar of activities at the DHRC. This individual’s annual salary is **\$61,000.00** and will be covered for the 12 months of the contract.

**3 - Program specialists** will assist with the various direct services provided at the DHRC, such as workshops and recreational, educational, and other activities. The Program Specialist will ensure all needed materials and equipment are available for the DHRC participants. These individuals’ salary is **\$54,000.00** and will be covered for the 12 months of the contract.

**1 - Administrative Assistant** Will spend 100% of their time managing the administrative duties of the DHRC, such as meeting management, arranging travel, answering and directing phone calls, developing and maintaining filing systems, processing invoices, greeting clients and visitors, and scheduling appointments. This individual’s annual salary is **\$44,720.00**, an hourly rate of **\$21.50** and will be covered for the 12 months of the contract.

### **B. Payroll Taxes and Fringes Benefits**

**Total: \$102,816**

Payroll Taxes and Fringe Benefits are calculated at 30% for the following:

- FICA - 6.20%,
- Medicare – 1.45%,
- Workers’ Comp – 1.60%,
- Unemployment – 0.52%,
- LT Disability – 0.36%,
- ST Disability – 0.27%,
- Medical Ins – 16.21%,
- Dental – 1%,
- Vision – 0.03%,
- Healthies You – 0.15%,
- EAP – 0.03%,
- Retirement – 2.00%,
- AD&D – 0.03%,
- Life – 0.15%.

- C. Travel -** **Total: \$3,216**  
 Travel expenses will cover mileage reimbursement for business-related driving at the reimbursement rate of 67 cents per mile.
- D. Supplies –** **Total: \$86,400**
- a) **Computers** - The DHRC will provide 20 desktop computers to be used by the public for educational workshops, virtual training, and general use; staff will also require 8 laptops for day-to-day operations
  - b) **Software** - Understanding the importance of implementing a robust volunteer program, we will invest in Volunteer Management Software to help recruit, train, engage, retain, track volunteer hours, post upcoming volunteer opportunities, and manage the volunteer database in one centralized space. Additionally, licensing fees, Microsoft Office, and any other software needs are included in the cost.
  - c) **Office Supplies** - The DHRC will require the basic office supplies to be stocked with post-it notes, notebooks, binders, staplers, pens & pencils, butcher paper, envelopes, folders, paper clips, calendars, markers, and any other items that might be needed to operate the DHRC.
  - d) **Office Printing Supplies** - Monthly rental fee for two network printers for staff, three individual printers for participants, and copy paper, as needed.
- E. Contractual -** **Total: \$150,000**  
 Some services provided at the DHRC will require that we pay for professional services for areas such as mobile medical clinics, mental health workshops, technical certifications, and other services requiring compensation.
- F. Other -** **Total: \$239,000**
- a) **Media & Marketing** - A professional media & marketing firm is essential for the success of the DHRC. With the annual goal of serving 1,000 unduplicated individuals in English and Spanish, targeted efforts will be required for the Latino and English media outlets.
  - b) **Staff Training & Development** - Training and development opportunities for staff to be as adept and proficient as possible to serve the DHRC participants better.
  - c) **Contingency fund** - In anticipation of any unforeseen expenses at a rate of 5%, such as additional security for the DHRC’s extended hours of operation and additional furniture or equipment for essential programming or services.
  - d) **Supportive Services** - Understanding that the DHRC will be a centralized hub for resources and services, we plan to be a food distribution site and provide bus passes, seasonal essential needs, and other incentives to encourage participation and completion of workshops, classes, programs, and certifications.
- G. Indirect Cost -** **Total: \$148,788**  
 CPLC Nevada, Inc. has a federally approved indirect cost rate of 16.1% applied to total direct expenses. This rate provides coverage for the following services: evaluation, finance, IT, legal, marketing, and human resources.
- H. Total Project Costs Year 1: \$1,072,940**

**Dolores Huerta Resource Center (“DHRC”) – Budget Narrative Year 2**

**A. Salary and Wages** **Total: \$353,002**

**1 - Program Manager** Will oversee the program at the DHRC and will spend 100% of their time hiring, supervising, training staff, and overseeing all day-to-day functions of the DHRC. This individual’s annual salary is **\$77,250.00** and will be covered for the 12 months of the contract.

**1 - Program Coordinator** Will spend 100% of their time providing direct services to the DHRC participants, coordinating workshops and training with participating service providers, and maintaining a running calendar of activities at the DHRC. This individual’s annual salary is **\$62,830.00** and will be covered for the 12 months of the contract.

**3 - Program specialists** will assist with the various direct services provided at the DHRC, such as workshops and recreational, educational, and other activities. The Program Specialist will ensure all needed materials and equipment are available for the DHRC participants. These individuals’ salary is **\$55,620.00** and will be covered for the 12 months of the contract.

**1 - Administrative Assistant** Will spend 100% of their time managing the administrative duties of the DHRC, such as meeting management, arranging travel, answering and directing phone calls, developing and maintaining filing systems, processing invoices, greeting clients and visitors, and scheduling appointments. This individual’s annual salary is **\$46,062.00**, an hourly rate of **\$22.15** and will be covered for the 12 months of the contract.

**B. Payroll Taxes and Fringes Benefits** **Total: \$105,901**

Payroll Taxes and Fringe Benefits are calculated at 30% for the following:

- FICA - 6.20%,
- Medicare – 1.45%,
- Workers’ Comp – 1.60%,
- Unemployment – 0.52%,
- LT Disability – 0.36%,
- ST Disability – 0.27%,
- Medical Ins – 16.21%,
- Dental – 1%,
- Vision – 0.03%,
- Healthies You – 0.15%,
- EAP – 0.03%,
- Retirement – 2.00%,
- AD&D – 0.03%,
- Life – 0.15%.

**C. Travel -** **Total: \$3,216**

Travel expenses will cover mileage reimbursement for business-related driving at the reimbursement rate of 67 cents per mile.

**D. Supplies –** **Total: \$30,400**

- a) **Software** - Understanding the importance of implementing a robust volunteer program, we will invest in Volunteer Management Software to help recruit, train, engage, retain, track volunteer hours, post upcoming volunteer opportunities, and manage the volunteer database in one centralized space. Additionally, licensing fees, Microsoft Office, and any other software needs are included in the cost.
- b) **Office Supplies** - The DHRC will require the basic office supplies to be stocked with post-it notes, notebooks, binders, staplers, pens & pencils, butcher paper, envelopes, folders, paper clips, calendars, markers, and any other items that might be needed to operate the DHRC.
- c) **Office Printing Supplies** - Monthly rental fee for two network printers for staff, three individual printers for participants, and copy paper, as needed.

**E. Contractual -**

**Total: \$150,000**

Some services provided at the DHRC will require that we pay for professional services for areas such as mobile medical clinics, mental health workshops, technical certifications, and other services requiring compensation.

**F. Other -**

**Total: \$239,000**

- a) **Media & Marketing** - A professional media & marketing firm is essential for the success of the DHRC. With the annual goal of serving 1,000 unduplicated individuals in English and Spanish, targeted efforts will be required for the Latino and English media outlets.
- b) **Staff Training & Development** - Training and development opportunities for staff to be as adept and proficient as possible to serve the DHRC participants better.
- c) **Supportive Services** - Understanding that the DHRC will be a centralized hub for resources and services, we plan to be a food distribution site and provide bus passes, seasonal essential needs, and other incentives to encourage participation and completion of workshops, classes, programs, and certifications.
- d) **Contingency fund** - In anticipation of any unforeseen expenses at a rate of 5%, such as additional security for the DHRC's extended hours of operation and additional furniture or equipment for essential programming or services.

**G. Indirect Cost -**

**Total: \$141,924**

CPLC Nevada, Inc. has a federally approved indirect cost rate of 16.1% applied to total direct expenses. This rate provides coverage for the following services: evaluation, finance, IT, legal, marketing, and human resources.

**H. Total Project Costs Year 2: \$1,023,443**

**Total Budget for two years: \$2,096,383**

**CPLC Nevada, Inc.**  
**Dolores Huerta Resource Center (DHRC)**  
**Proposal Budget - Year 1 & Year 2 Summary**

<b>Expense Detail</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Total</b>
A. Salaries and Wages	\$342,720	\$353,002	\$695,722
B. Payroll Taxes and Fringe Benefits	\$102,816	\$105,901	\$208,717
C. Travel	\$3,216	\$3,216	\$6,432
D. Supplies	\$86,400	\$30,400	\$116,800
E. Contractual	\$150,000	\$150,000	\$300,000
F. Other	\$239,000	\$239,000	\$478,000
G. Indirect Expenses	\$148,788	\$141,924	\$290,712
<b>H. TOTALS</b>	<b>\$1,072,940</b>	<b>\$1,023,443</b>	<b>\$2,096,383</b>

**CPLC Nevada, Inc.**  
**Dolores Huerta Resource Center (DHRC)**  
**Proposal Budget - Year 1**

<b>A. Salaries and Wages</b>					
Position Title	FTE	Annual Salary	Program Allocation (%)	Total	Notes
Program Manager	1	\$75,000	100%	\$75,000	1 FTE @ \$75,000
Program Coordinator	1	\$61,000	100%	\$61,000	1 FTE @ \$61,000
Program Specialist	3	\$54,000	100%	\$162,000	3 FTE @ \$54,000
Administrative Assistant	1	\$44,720	100%	\$44,720	1 FTE @ \$21.50/hour
<b>Total</b>				<b>\$342,720</b>	

<b>B. Payroll Taxes and Fringe Benefits</b>			
Position Title	Salary Charged	ERE Rate (%)	Total
Program Manager	\$75,000	30%	\$22,500
Program Coordinator	\$61,000	30%	\$18,300
Program Specialist	\$162,000	30%	\$48,600
Administrative Assistant	\$44,720	30%	\$13,416
<b>Total</b>			<b>\$102,816</b>

<b>C. Travel</b>				
Description	Unit	Cost Per Unit	FTE	Total
Mileage Reimbursement	960	\$0.67	5	\$3,216
<b>Total</b>				<b>\$3,216</b>

<b>D. Supplies</b>			
Description	Unit	Cost Per Unit	Total
Computers	28	\$2,000	\$56,000
Software	28	\$400	\$11,200
Office Supplies	12	\$800	\$9,600
Office Printing Supplies	12	\$800	\$9,600
<b>Total</b>			<b>\$86,400</b>

<b>E. Contractual</b>			
Description	Unit	Cost Per Unit	Total
Professional Services	12	\$12,500	\$150,000
<b>Total</b>			<b>\$150,000</b>

<b>F. Other</b>			
Description	Unit	Cost Per Unit	Total
Media & Marketing	12	\$6,250	\$75,000
Training & Development	6	\$2,500	\$15,000
Supportive Services	12	\$8,250	\$99,000
Other (Contingency)	1	\$50,000	\$50,000
<b>Total</b>			<b>\$239,000</b>

<b>G. Indirect Expenses</b>			
Rate Detail	Rate %	Base (Total Direct)	Total
Federally Approved Indirect Rate	16.1%	\$924,152	\$148,788

<b>H. TOTALS</b>	<b>\$1,072,940</b>		
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**CPLC Nevada, Inc.**  
**Dolores Huerta Resource Center (DHRC)**  
**Proposal Budget - Year 2**

<b>A. Salaries and Wages</b>					
Position Title	FTE	Annual Salary	Program Allocation (%)	Total	Notes
Program Manager	1	\$77,250	100%	\$77,250	1 FTE @ \$75,000 with a 3% merit increase
Program Coordinator	1	\$62,830	100%	\$62,830	1 FTE @ \$61,000 with a 3% merit increase
Program Specialist	3	\$55,620	100%	\$166,860	3 FTE @ \$54,000 with a 3% merit increase
Administrative Assistant	1	\$46,062	100%	\$46,062	1 FTE @ \$21.50/hour with a 3% merit increase
<b>Total</b>				<b>\$353,002</b>	

<b>B. Payroll Taxes and Fringe Benefits</b>			
Position Title	Salary Charged	ERE Rate (%)	Total
Program Manager	\$77,250	30%	\$23,175
Program Coordinator	\$62,830	30%	\$18,849
Program Specialist	\$166,860	30%	\$50,058
Administrative Assistant	\$46,062	30%	\$13,819
<b>Total</b>			<b>\$105,901</b>

<b>C. Travel</b>				
Description	Unit	Cost Per Unit	FTE	Total
Mileage Reimbursement	960	\$0.67	5	\$3,216
<b>Total</b>				<b>\$3,216</b>

<b>D. Supplies</b>			
Description	Unit	Cost Per Unit	Total
Software	28	\$400	\$11,200
Office Supplies	12	\$800	\$9,600
Office Printing Supplies	12	\$800	\$9,600
<b>Total</b>			<b>\$30,400</b>

<b>E. Contractual</b>			
Description	Unit	Cost Per Unit	Total
Professional Services	12	\$12,500	\$150,000
<b>Total</b>			<b>\$150,000</b>

<b>F. Other</b>			
Description	Unit	Cost Per Unit	Total
Media & Marketing	12	\$6,250	\$75,000
Training & Development	6	\$2,500	\$15,000
Supportive Services	12	\$8,250	\$99,000
Other (Contingency)	1	\$50,000	\$50,000
<b>Total</b>			<b>\$239,000</b>

<b>G. Indirect Expenses</b>			
Rate Detail	Rate %	Base (Total Direct)	Total
Federally Approved Indirect Rate	16.1%	\$881,519	\$141,924

<b>H. TOTALS</b>			<b>\$1,023,443</b>
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# BUSINESS LICENSE

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

Mailing Address:

CPLC NEVADA, INC.  
4070 N. MARTIN LUTHER KING BLVD  
NORTH LAS VEGAS, NV 89032

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:

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License Number: 112603                      Period Ending:

Type of License: N004 NON-PROFIT ORGANIZATION

Business Location: CPLC NEVADA, INC.  
4070 N MARTIN L KING BLVD  
NORTH LAS VEGAS, NV 89032-

Owner/Principal(s) CPLC NEVADA, INC.

CITY OF  
NORTH LAS VEGAS

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Alfredo Melesio, Jr.

Director  
Land Development & Community Services

DUPLICATE COPY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2024

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).

<b>PRODUCER</b> Lovitt & Touche A Marsh & McLennan Agency LLC Co 8605 E. Raintree Drive, Suite 200 Scottsdale AZ 85260	<b>CONTACT NAME:</b> Kim Canez <b>PHONE (A/C. No. Ext):</b> 520-722-7136 <b>E-MAIL ADDRESS:</b> KCanez@lovitt-touche.com	<b>FAX (A/C. No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> CPLC Nevada, Inc. 1112 E. Buckeye Rd. Phoenix AZ 85034-4043	CHICA-2	<b>INSURER A :</b> Philadelphia Indemnity Insurance Co. <b>INSURER B :</b> Alaska National Insurance Company <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	18058 38733

**COVERAGES**

CERTIFICATE NUMBER: 1647619384

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Deductible \$0	Y	Y	PHPK2596288	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$500 Comp <input checked="" type="checkbox"/> \$1000 Coll	Y	Y	PHPK2596288	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB879397	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	23IWS13051	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input type="checkbox"/> Prof Liab - Occurrence <input type="checkbox"/> SAML - Occurrence <input type="checkbox"/> \$0 Deductible			PHPK2596288	9/1/2023	9/1/2024	Per Claim \$ 1,000,000 Aggregate \$ 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Additional Insureds applies with respects General Liability per form PI-GLD-HS 10/11, Automobile Liability per form PI-CA-001 09/15 and Excess Liability if required in a written contract. A Waiver of Subrogation applies to the General Liability per form PI-GLD-HS 10/11 and Automobile Liability per form PI-CA-001 09/15 if required in a written contract. Coverage for General Liability and Automobile Liability is Primary and any other insurance maintained by Additional Insureds is Non-Contributory.

Philadelphia Indemnity Insurance Co: AM Best Rating A++ , XV  
 Alaska National Insurance Co.: AM Best Rating A XIV

RE: Dolores Huerta Resource Center (DHRC) Agreement. Additional Insured includes The City of North Las Vegas when required by a written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of North Las Vegas  
 2250 Las Vegas Blvd.  
 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

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

**A. Extended Property Damage**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

**a. Expected or Intended Injury**

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**B. Limited Rental Lease Agreement Contractual Liability**

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

**LIABILITY**, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

## F. HIPAA

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

- 1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

**a.** Coverage under this provision is afforded until the end of the policy period.

**2.** Each of the following is also an insured:

**a. Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

**b. Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

**c. Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

**d. Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**e. Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

**f. Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

**g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2.** is amended as follows:

**a.** is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**

**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c.** Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d.** Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COMMERCIAL AUTOMOBILE ELITE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART**

Following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Who is An Insured		2
Board Members	Included	
Newly Acquired Entities	Included	
Designated Insured	Included	
Lessor of Leased Autos	Included	
Cost of Bail Bonds	\$5,000	2
Reasonable Expenses – Loss of Earnings	\$500 per day	2
Fellow Employee Coverage	Amended	3
Towing	\$100 per disablement	3
Glass Breakage (Windshields and Windows)	No deductible applies	3
Transportation Expenses	\$100 per day / \$3,000 maximum	3
Hired Auto Physical Damage – Loss of Use	\$100 per day / \$1,000 maximum	3
Hired Auto Physical Damage	ACV or repair or replacement of the vehicle whichever is less	4
Personal Effects	\$500	4
Rental Reimbursement	\$100 per day / 30 days	4
Accidental Discharge – Air Bag	Amended	4
Electronic Equipment	\$1000	5
Original Equipment Manufacturer Parts Replacement	Included	5
Auto Loan / Lease Gap Coverage	Amended	5
One Comprehensive Coverage Deductible Per Occurrence	Amended	6
Notice of and Knowledge of Occurrence	Amended	7
Blanket Waiver of Subrogation	Amended (as required by written contract)	7
Unintentional Errors or Omissions	Amended	7
Mental Anguish – Bodily Injury Redefined	Amended	7

Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

Any deductible listed in the Auto Declarations Page will apply unless specific deductible provisions are set forth under a coverage enhancement below.

## I. LIABILITY COVERAGE EXTENSIONS

### A. Who Is An Insured

**SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended by adding the following:

The following are also "insureds":

1. **Board Members** – Board members (or their spouses) while renting a vehicle while on business for the named insured.
2. **Newly Acquired Entities** – Any business entity newly acquired or formed by you during the policy period, provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following the acquisition or the formation of the business entity.
3. **Designated Insured** – Any person or organization designated by the "insured" is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **SECTION II** of the Coverage Form.
4. **Lessor of Leased Autos** – The lessor of a "leased auto" is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

Any "leased auto" in the policy schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

The coverages provided under this endorsement apply to any "leased auto" in the policy schedule until the expiration date of the lease, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

### B. Cost of Bail Bonds

**SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments**, Item (2) is deleted in its entirety and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

### C. Reasonable Expenses

**SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments**, Item (4) is deleted in its entirety and replaced with the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**D. Fellow Employee Coverage**

**SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** is deleted in its entirety and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion does not apply to any manager or officer of your company.

**II. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

**A. Towing**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing** is deleted in its entirety and replaced with the following:

**2. Towing**

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

**B. Glass Breakage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles** is amended by adding the following:

No deductible applies to "loss" to glass used in the windshield or windows.

**C. Transportation Expenses**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is deleted in its entirety and replaced with the following:

**a. Transportation Expenses**

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expenses incurred by you because of a "loss" to a covered "auto." We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

**D. Hired Auto Physical Damage – Loss of Use**

The last sentence of **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is deleted in its entirety and replaced with the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

**E. Hired Auto Physical Damage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following extension:

**Hired Auto Physical Damage**

Any "auto" you lease, hire, rent or borrow from someone other than your "employees" or partners, or members of their household is a covered "auto" for each of your physical damage coverages.

The most we will pay for any "loss" in any one "accident" is the ACV or the cost for repair or replacement of the vehicle, whichever is less.

For each covered "auto" our obligation to pay will be reduced by a deductible of \$500 for Comprehensive Coverage and \$1000 for Collision Coverage.

**F. Personal Effects Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following extension:

**Personal Effects Coverage**

We will pay up to \$500 for "loss" to personal effects, which are:

1. Owned by an "insured"; and
2. In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage.

**G. Rental Reimbursement**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following extension:

**Rental Reimbursement Coverage**

We will pay up to \$100 per day, for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto."

We will also pay up to \$300 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto."

If "loss" results from the total theft of a covered "auto," we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under **Item III. C. Transportation Expenses** of this endorsement.

**H. Accidental Discharge – Airbag Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph 3. is amended by adding the following exception:

This exclusion does not apply to the accidental discharge of an airbag. This coverage is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

#### **I. Electronic Equipment Coverage**

The following supersedes anything to the contrary in **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph 4.

Exclusions **4.c.** and **4.d.** do not apply to:

Any risk management or monitoring equipment and electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."

The most we will pay for all "loss" to risk management or monitoring equipment, audio, visual or data electronic equipment that is not designed solely for the reproduction of sound and any accessories used with this equipment as a result of any one "accident" is the least of:

- a. The actual cash value of the damaged or stolen property at the time of the "loss";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$1,000.

This coverage will not apply if there is other insurance provided by this policy for the above-described electronic equipment. We will, however, pay any deductible, up to \$500, that is applicable under the provisions of the other insurance.

#### **J. Original Equipment Manufacturer (OEM) Parts Replacement**

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance**, Paragraph 1. is amended to include:

However, if the covered "auto" has less than 20,000 miles on its odometer, then the following condition will apply:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer replacement parts if the damaged parts cannot be repaired.

#### **K. Auto Loan / Lease Gap Protection**

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is amended to include the following:

4. In the event of "loss" to a covered "auto" that is loaned or leased to an "insured":
  - a. The most we will pay for "loss" in any one "accident" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss";  
or
  - (2) The cost of repairing or replacing the damaged or stolen property with other property of like, kind and quality.
- b. Our Limit of Insurance for "total loss" will be the greater of:
- (1) The balance due under the terms of the lease or loan, to which your "auto" is subject but not including:
    - (a) Past due payments;
    - (b) Financial penalties imposed under the lease;
    - (c) Security deposits not refunded;
    - (d) Costs for extended warranties or insurance; or
    - (e) Final payment due under a "balloon loan"; or
  - (2) Actual cash value of the stolen or damaged property.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss."

c. Additional Definitions

- (1) "Total loss" for the purpose of this coverage, means a loss in which the estimated cost of repairs, plus the salvage value, exceeds the actual cash value.
- (2) "Balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

d. Additional Conditions

This coverage will apply only to the original lease or loan written on your covered "auto." In order for this coverage to apply, leased "autos" must be leased or rented to you under a leasing or rental agreement, for a period of not less than six months, which requires you to provide direct primary insurance for the benefit of the lessor.

**L. One Comprehensive Coverage Deductible**

**SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

Only one Comprehensive Coverage Deductible per occurrence will apply to any "loss" resulting from a covered peril.

For the purpose of this extension, occurrence means a single incident, including continuous or repeated exposure to substantially the same general harmful conditions within a 24-hour period.

### III. BUSINESS AUTO CONDITIONS

#### A. Notice and Knowledge of Occurrence

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**, Paragraph a. is deleted in its entirety and replaced with the following:

- a. In the event of “accident,” claim, “suit” or “loss,” you must give us, or our authorized representative, prompt notice of the “accident” or “loss.” Include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the “accident” or “loss” applies only when the “accident” or “loss” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

#### B. Blanket Waiver Of Subrogation

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization because of payments we make for “bodily injury” or “property damage” arising out of the operation of a covered “auto” when you have assumed liability for such “bodily injury” or “property damage” under an “insured contract.”

#### C. Unintentional Errors or Omissions

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

### IV. DEFINITIONS

#### A. Mental Anguish

**SECTION V – DEFINITIONS, C. "Bodily injury"** is amended by adding the following:

“Bodily injury” also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.