

## **PRISONER TRANSPORTATION SERVICES AGREEMENT**

This Prisoner Transportation 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 Hoyt Investigative Group LLC, doing business as Blue Line Transport, a Nevada limited-liability company (“Provider”).

### **WITNESSETH:**

WHEREAS, the City requires prisoner transportation services, as more particularly described in the Prisoner Transportation Services Request for Proposal RFP 2022-006 (“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.

WHEREAS, Provider further represents that it has all the required licenses and/or authorizations pursuant to all federal, State of Nevada, and local law to conduct business relative to this Agreement.

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 terms, incorporated herein and attached as Exhibit A, Services Provider’s response to the RFP dated January 2, 2023, incorporated herein and attached as Exhibit B, and the terms, conditions, and covenants set forth in this Agreement. 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.

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**

2.1. This Agreement shall commence on the Effective Date and will continue to be in effect for three (3) 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**

3.1. Provider will provide the Services in the amount not to exceed \$150,000.00, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Provider's prices may not be increased during the Term. 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 Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00). The total not to exceed amount of this Agreement is Seven Hundred Fifty Thousand Dollars and 00/100 (\$750,000.00).

### **SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES**

4.1. Termination for Convenience. This Agreement may be terminated, in whole or in part, with or without cause, by the City 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 Nevada limited liability company 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. The City may require each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property to submit to a background check performed by the City's Police Department ("Background Check"), and each employee, agent, or subcontractor must satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement. For this Agreement the City is requiring a Triple I which includes Fingerprint based Criminal History Check and drug screening depending on the position.

## **SECTION NINE INSURANCE AND PERFORMANCE BOND**

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 \$1,000,000.00 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 \$1,000,000.00 per occurrence or claim, \$2,000,000.00 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 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: Hoyt Investigative Group LLC  
Attention: Mark Hoyt  
5135 Camino Al Norte #201  
North Las Vegas, NV 89031  
Phone: 702-281-1574

- 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. Notwithstanding any provision in this Agreement, City reserves the right to request modification at any time to the scope, frequency, estimated quantities, or timing of Provider's Services under the Agreement, in whatever manner City determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Provider agrees that if amendments or modifications to the Agreement are required during the Term, the parties must execute a written amendment detailing those amendments. The parties acknowledge and agree that this Agreement may be amended or modified only by a writing executed by both 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 A 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 293.010 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. 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 13.18 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

13.19. Records and Auditing. Vendor 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. Vendor shall make such records available to the City for inspection, audit, examination, reproduction, and copying at Vendor's offices at all reasonable times. However, if requested, Vendor shall furnish copies of said records at its expense to the City, within seven (7) business days of the request.

13.20. 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.

13.21. 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.

13.22. 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).

13.23. Therefore, if applicable, during the performance of this contract, the Provider/Contractor agrees as follows:

13.23.1. The Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

13.23.1.1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

13.23.2. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

13.23.3. The Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Provider's legal duty to furnish information.

13.23.4. The Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Provider's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.23.5. The Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

13.23.6. The Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.23.7. In the event of the Provider's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

13.24. The Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. The Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

13.24.1. Provided, however, that in the event a Provider becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency, the Provider may request the United States to enter into such litigation to protect the interests of the United States.

13.25. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

13.26. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

13.27. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance,

guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

13.28. 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.

13.29. 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.

13.30. 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.

13.31. Compliance with the Contract Work Hours and Safety Standards Act. 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.

13.32. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants 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.

13.33. Suspension and Debarment.

13.33.1. 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 Vendor is required to verify that none of the Vendor'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).

13.33.2. By entering into this contract, Vendor 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.

13.33.3. The Vendor 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.

13.33.4. This certification is a material representation of fact relied upon by the City. If it is later determined that the Vendor 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 Vendor 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 Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13.34. Byrd Anti-Lobbying Amendment. Vendors 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.

13.35. Pursuant to this Federal rule, when Federal funds are expended by the City, Vendor 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:

13.35.1. 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.

13.35.2. 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.

13.35.3. 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.

13.36. 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.

13.37. 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)), Vendor 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.

13.38. 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, Vendor 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.

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

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

13.39.1.1. Procure or obtain;

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

13.39.1.3. 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).

13.39.1.3.1. 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).

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

13.39.1.3.3. 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.

13.39.2. 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.

#### 13.40. Domestic Preferences for Procurements.

13.40.1. 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.

13.40.2. For purposes of this section:

13.40.2.1. "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.

13.40.2.2. "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.

13.41. 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, Vendor, or any other party pertaining to any matter resulting from this contract.


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

**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

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

Hoyt Investigative Group LLC,  
a Nevada ~~limited-liability~~ corporation

By:   
Name: MARK M. HOYT  
Title: OWNER

Attest:

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

Approved as to form:

By: \_\_\_\_\_  
Micaela Rustia Moore, City Attorney

EXHIBIT A

RFP 2022-006

Please see the attached page(s).

Mayor  
**Pamela A. Goynes-Brown**

City Manager  
**Ryann Juden**

Council Members  
**Isaac E. Barron**  
**Scott Black**  
**Richard J. Cherchio**



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

**December 5, 2022**

**CITY OF NORTH LAS VEGAS  
REQUEST FOR PROPOSAL ("RFP")  
RFP 2022-006 Prisoner Transportation Services**

Proposals will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at [www.ngemnv.com](http://www.ngemnv.com) until **January 9, 2023 at 1:00 P.M.** local time (the "Proposal Due Date"). **A Proposal opening will be held on a conference call via Google Meet, Telephone#\_386-866-5337, Meeting Pin# 546 838 392# on the RFP Due Date.**

An optional Pre-Proposal Meeting will be conducted at **1:00 P.M., local time, Monday, December 12, 2022, local time**, via Google Meet conference call, Telephone # 612-361-5679, Meeting Pin# 848 508 959#. 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 this meeting must be sent via email or submitted in NGEM at the conclusion of the Pre-proposal meeting.

All questions or concerns must be submitted electronically in the NGEM System or via e-mail to Joy Yoshida, Buyer, at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com). The cut-off time for all questions is **December 19, 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 at [www.ngemnv.com](http://www.ngemnv.com), at the City of North Las Vegas website at [www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com) at the Purchasing Bid Advertisements Page. 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.

  
Marie Leake, Procurement Manager  
Purchasing Department

Published Las Vegas Review Journal December 5, 2022

**CITY OF NORTH LAS VEGAS  
REQUEST FOR PROPOSAL ("RFP")  
RFP 2022-006 Prisoner Transportation Services**

**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 as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records are public records, which are subject to inspection and copying by any person, unless declared by law to be confidential.

**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 or services obtained under this RFP.

**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.ngemnvt.com](http://www.ngemnvt.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 (\$250,000).

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

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 have a term of three (3) years with two (2), one (1) year extensions 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 "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 \$2,000,000 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 shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within thirty (30) days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.

**19. TAXES:**

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

**20. EXCEPTIONS:**

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

**21. FISCAL FUNDING OUT:**

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

**22. LIMITATION OF FUNDING:**

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

**23. ESCALATION:**

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

**24. AUDIT OF RECORDS:**

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

- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful Respondent's right to dispute.

**25. INDEPENDENT CONTRACTOR:**

In the performance of services under the Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful Respondent as the sole responsible party for the performance of this Contract. The successful Respondent shall maintain complete control over its employees. Nothing contained in the RFP, Contract or award by the City shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party. The Contract may not be subcontracted.

**26. COMPANY PERSONNEL:**

The successful Respondent is solely responsible for the supervision and control of its staff performing work under this 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 Respondent (and employees performing work) will be required to go through a City Background check which can be coordinated with our HR department if the successful Respondent will be performing work on City Property. Successful Respondent shall be notified during the Contract phase what 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, 6:30 a.m. to 4:00 p.m.

Rosa Ceron, Fiscal Tech or Gary Nellis, Detective, Police Department. They or their designee is responsible for monitoring the project and is responsible for any requested changes by the Respondent. She can be reached at (702) 633-1369, Monday through Thursday, 7:00 a.m. to 5:00 p.m.

The cutoff time for any questions regarding this Request for Proposal is Monday, December 19, 2022 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 2022-006 Prisoner Transportation Services**

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

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

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

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

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

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

**Contract** – 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 2022-006 Prisoner Transportation Services**

**SCOPE OF WORK**

1. **Introduction:** The City of North Las Vegas ("City") is seeking Proposals from qualified Respondents for an award for a Prisoner Transportation Services Agreement. The City periodically requires having detainees/subjects be transported from locations through the United States to the City, which is located in the State of Nevada.

This RFP is intended to provide sufficient information to receive complete Proposals for the work to be provided under the Prisoner Transportation Services Agreement, which includes, but is not limited to, the transportation of detainees.

1. Federal, State and Local Law Compliance

A. Respondent must be properly license in accordance with all applicable State, Local and Federal requirements. Respondent will be required to meet or exceed all requirements thought the term of the contract for the below, including but not limited to:

i. USDOT (Motor Carrier Act of 1980)-National Transportation Policy, Public Law 96-296.

ii. The Nevada Transportation Authority (NTA)

1. Pursuant to NRS 706.421, any company engaged in the intrastate transportation of fugitives and/or prisoners must obtain a contract carrier permit from the Nevada Transportation Authority before any such transportation may take place.

a. If a license or certificate has been applied for but has not yet been received, proof of application must be submitted.

B. The Interstate Transportation of Dangerous Criminals Acts of 2000, Public Law 106-560, 114 Stat. 2784 (42 U.S.C. 13726b), Jenna's Law.

C. The Federal Motor Carrier Safety Administration (FMCSA); and the Department of Justice.

D. The Department of Justice.

2. Custody of Prisoner

A. Custody begins at the point of pick-up of the prisoner and ends at the point of dropping off a prisoner using the most direct route. **PLEASE NOTE: Invoices should include mileage rate(s) for actual miles and the most direct route traveled/driven from Respondent's zip code to the pickup, to the drop off and back to Respondent's zip code.**

For air transportation, Respondent shall provide a quote for service inclusive of all aspects and travel cost required for the transport from Respondent's zip code to the pick-up location to the drop off location, and return to Respondent's zip code, with a not to exceed per mile rate listed in the price schedule.

Upon assuming custody of such prisoner(s), the Respondent's agents shall assume responsibility for the security and control of prisoner(s) and perform those responsibilities in a professional manner, in accordance with Nevada State law and constitutional standards.

- i. The agents of the Respondent shall assume custody of prisoner(s) from authorized agents of the City of North Las Vegas at or near the place of incarceration determined to be suitable for such purpose by both parties, for transportation to a specified destination/location.
  - ii. Upon arrival at the final destination/location, Respondent's agents shall surrender custody of the prisoner(s) either to the City of North Las Vegas or to law enforcement agencies, as designated by the City of North Las Vegas.
    1. Respondent shall follow standard operating procedures.
    2. Respondent's agents must notify the City of North Las Vegas of the delivery of the prisoner to the final destination, ending the responsibility of Provider for that Prisoner.
- B. Respondent must pick up prisoner(s) by dates specified by the City of North Las Vegas unless extenuating circumstances prevent the pickup.
- i. Agencies must include at least a 7-day "window" of time for Respondent to make a scheduled pick up.
  - ii. When extenuating circumstances exist, Respondent must notify the City of North Las Vegas before, or at the time of, the scheduled pick up.
  - iii. In the event such circumstances, the City of North Las Vegas (not the Respondent) will coordinate the new pick-up date for that trip with the prisoner(s) holding agency.
- C. Per Jenna's Law, in the event of an escape, Respondent shall notify the appropriate law enforcement officials in the jurisdiction where the escape occurred and the City of North Las Vegas immediately, followed by a completed Incident Report Form (**Sample A**), within 24 hours, to the City of North Las Vegas' point of contact. Respondent shall report any unusual incidents, emergencies and/or controversial situations arising from the performance of their services followed by a complete Incident Report Form (Sample A), within 24 hours to the City of North Las Vegas' point of contact. Failure to file a timely report may result in suspension of Respondent's contract. Incidents requiring an Incident Report include, but are not limited to the following:

- i. Any act of violence by the prisoner(s) or other passengers;
  - ii. Escape of attempted escape of a prisoner(s), or other breach of security;
  - iii. Delay in excess of twenty-four hours in the transportation of a prisoner(s);
  - iv. Any medical condition of a prisoner(s) or other passenger requiring emergency medical treatment;
  - v. Any mechanical failure that would require normal reports to the cognizant regulatory agency; and
  - vi. The refusal of any law enforcement agency of holding agency to release any prisoner(s) to Respondent as authorized or directed by the City of North Las Vegas.
- D. Notification of a transportation request refusal must be provided to the City of North Las Vegas within four hours from the Respondent's receipt of the request.
  - i. In the event that the Respondent refuses to transport a prisoner, there will be no charge to the requesting City of North Las Vegas.
  - ii. The City of North Las Vegas shall have the right to cancel a pickup order within 24 hours after placing the transportation request without a cancellation fee.
- E. To ensure prisoners are surrendered by the Respondent's agents to the custody of the City of North Las Vegas or its duly authorized agents, corroborative identification of personnel designated to accept custody of the prisoner shall be presented to Provider's agents at the place and time of surrender of custody. Custody must not be surrendered without first verifying identification of persons to who custody is being transferred.
- F. The City of North Las Vegas will notify the holding agency by fax or e-mail within four hours of transportation request that Respondent is the City of North Las Vegas designated agent to transport subject prisoner(s).
- G. Respondent is responsible for the safety, meals, and lodging of all prisoner(s) while being transported.
  - i. Prisoner(s) in transport who require lodging due to delays, whether or not beyond the Respondent's control, shall be housed in appropriate local detention facilities at no additional charge to the City of North Las Vegas.
  - ii. Respondent shall provide all prisoner costs, *i.e.*, food, lodging, clothing when needed, and day-to-day hygiene products. Medical costs will be handled separately and in accordance with the Transpirations of prisoner(s) with potential Medical Issues Section.

- H. Transportation of female prisoner(s) by Respondent will be provided by at least one female agent and in accordance with the Minimum Standards for Prisoner Transport Section when State Law's facility require a female agent for female prisoner(s). Transportation of male prisoners by Respondent will be provided by at least one male agent and in accordance with the Minimum Standards for Prisoner Transport Section.
- I. Pickup and delivery of prisoners by the Respondent shall be made and determined by the City of North Las Vegas or in accordance with institutional and/or statutory timelines.

### 3. Transportation of Prisoners with Potential Medical Issues

Prisoner(s) medical costs, including the cost of transportation to and/or from any medical facilities, shall be paid by the City of North Las Vegas, except for medical cost due to the negligence of Respondent. If prescription costs are borne by the Respondent at the time of service, they will be reimbursed by the City of North Las Vegas upon submission of paid receipts/invoices.

- A. Respondent will be responsible for inquiring with the holding agency if the prisoner has any medical or mental issues, prior to transport
- B. Respondent will be authorized to obtain emergency and/or routine medical treatment for prisoner(s) whenever deemed necessary by Respondent.
- C. All expenditures shall be reported in detail to the City of North Las Vegas and will include receipts when reimbursement is requested.
- D. When the medical status of a prisoner(s) precludes ground transportation, Respondent shall provide escorted transportation by commercial air at contracted rates, if 1) a written release for such travel is available from licensed medical personnel, and 2) prior approval is received from the City of North Las Vegas Medical conditions that exclude prisoners from ground transport eligibility include, but are not limited to, the following:
  - i. Cardiovascular problems requiring medical or prescribed procedures;
  - ii. Diabetics, whereby prescribed medication must be injected and/or refrigerated;
  - iii. Epilepsy, whereby seizure activity is not adequately controlled;
  - iv. Pregnancy;
  - v. Fractured bones requiring cast of braces designated to immobilize injured areas;
  - vi. Critical wounds;

- vii. Communicable diseases; and
  - viii. Any other medical condition that may place the passenger, transport agents, or other passengers at risk.
- E. In the event that a prisoner(s) has any medical condition not covered in paragraph D above, of if the holding agency has not accurately advised the City of North Las Vegas, and/or the Respondent's agents have not been notified of the prisoner's medical condition, Respondent's officer-in-charge shall contact Respondent's management prior to accepting custody of the prisoner(s).
- F. Any medical costs incurred due to negligence of Respondent (e.g., auto accident, mistreatment of a prisoner, etc.) shall be the responsibility of Provider.

#### 4. Minimum Standards for Prisoner Transport

- A. Respondent shall pre-plan all prisoner(s) transportation and provide the itinerary and any modifications to the city of North Las Vegas, as requested, taking into account the following:
- i. Prisoner classification;
  - ii. Length of time to complete trips;
  - iii. Contingency plans for medical problems, accidents, escape, etc.;
  - iv. Route to be traveled;
  - v. Meal requirements;
  - vi. Rest stops;
  - vii. Medical requirements; and
  - viii. Planned overnight stays.
- B. The City of North Las Vegas will provide Provider/transporting agents with the following information for prisoners prior to transport:
- i. Physical or mental disabilities;
  - ii. Advanced age;
  - iii. Language barrier;
  - iv. Appropriate paperwork; and

- v. Special or high notoriety case, etc.
- C. Transporting agents must carry identification for each prisoner(s), when prisoner(s) identification is available.
- D. When requested, Respondent must provide a daily report to the City of North Las Vegas with the current status of the prisoner(s) who is in transit.
- E. Prisoner(s) must be given at least one 8-hour rest period within any given 24-hour period; prisoner(s) may not be in transit more than 16 hours per day with the exception of emergency situations beyond the control of the agent; e.g., flight delays/cancellations, road closures, etcetera.
- F. Blankets must be carried and provided at prisoners' request if route and conditions warrant use.
- G. Prisoner(s) must be provided restroom stops every two-to-three hours during transport.
- H. Prisoner(s) requiring medication must be provided their medication at required time intervals while *en route*.
- I. Meal stops must be selected at random to avoid the possibility of pre-planned escape or rescue attempts.
- J. Contingency plan:
  - i. Each agent must carry a copy of the written contingency plan.
  - ii. Separate from and in addition to the formal written report, Respondent must immediately notify the City of North Las Vegas of medical problems, escape, accident, or other incidents outlined in the contingency plan. If immediate notification is not possible, the information will be provided at the earliest possible time.
  - iii. As outlined in the contingency plan, within 24 hours of the event, a formal, written report must be prepared and forwarded electronically to the City of North Las Vegas or other individual so designated.
  - iv. Respondent will be fined \$50.00 for every unexpected incident that is not reported within 24 hours. Fines will be withheld from invoice payments.
- K. Upon the City of North Las Vegas' request, the City of North Las Vegas must be notified through any approved technical means of communication on the day Respondent takes custody of a prisoner(s). The City of North Las Vegas must also be notified by any technical means of communication when the prisoner arrives at the destination.

- L. Appropriate paperwork must be delivered with the prisoner.
- M. A minimum of one transporting agent for every six violent prisoners must be used when transporting prisoners.
- N. Transportation of female prisoner(s) by Respondent will be provided by at least one female agent and in accordance with the Minimum Standards for Prisoner Transport Section when State laws required a female agent for female prisoner(s). At least one male transporting agent must be used when transporting a male prisoner(s), or when State laws require a female agent for female inmates, or a male and female agent for a transgender inmate.
- O. Juveniles must be transported per State and Federal guidelines.
- P. All prisoner(s) shall wear handcuffs, waist chains, and leg irons for maximum protections of transporting agents and general public, and in accordance with TSA guidelines.
- Q. All prisoner(s) shall be searched by Respondent, by the same sex employee, for contraband prior to being transported, as well as following housing in a detention facility.
- R. Prisoner(s) must not be secured to any part of the transporting vehicle.

##### 5. Minimum Standards for Transport Vehicles

- A. Prisoner(s) transport vehicles must meet all minimum requirements of the Federal DOT National Transportation Policy, Public Law 96-296 and must have an assigned DTO number displayed on the outside of the vehicle, when using high-capacity transportation vehicles, e.g., buses or large vans, etcetera.
- B. Vehicles shall conform to all appropriate regulations and shall be serviced regularly, as well as safety-checked for any operational deficiencies. Vehicles shall be equipped with spare tires, jacks, lug wrench, safety triangles, flares, etcetera, prior to being placed in service.
- C. Vehicles must allow for the physical separation of transporting agents and prisoner(s).
- D. A separate section in the vehicles must be provided for female prisoner(s) when male and female prisoner(s) are being transported together.
- E. Prisoner(s) must not be able to open doors or windows from inside the vehicle.
- F. Vehicles must be equipped with some form of communication device, e.g., radio, CB, telephone, etcetera.

- G. Vehicle windows must be barred.
- H. Vehicles must have a functional air conditioner and heater and must be equipped with first aid kits and fire extinguishers.
- I. Vehicles must have sufficient storage to secure personal property of prisoner(s) while being transported.
- J. Photos of vehicle's interior and exterior must be made available upon request.
- K. The City of North Las Vegas reserves the right to perform random inspections of vehicles for compliance.

6. Minimum Standards For Transporting Agents

- A. Standards for prisoner(s) transport must meet all minimum requirements of Jenna's Law, and must comply with the most stringent laws of federal, state, or local governments. Transporting agents must be aware of the restraining devices at their disposal and their proper use. They must also be instructed in prohibited methods of use.
- B. Respondent shall complete an appropriate background check of potential employees as required by State, Federal, and local law to eliminate undesirable candidates with questionable backgrounds.
- C. Transporting agents must be at least 21 years of age.
- D. Transporting agents must receive training as required by any and all applicable State and Federal requirements.
- E. Holding agencies requesting armed transport agents may pay an additional fee for this service.
- F. Transporting agents must be properly licensed in accordance with all applicable State and Federal requirements. Respondent will be required to meet or exceed all requirement throughout the term of the contract.
- G. Transporting agents must have appropriate identification with descriptive information and pictures thereon clearly identifying them as such, e.g., company name, employee name, photo, insignia identifying the employee as a transportation officer.

7. Placing Orders and Invoicing

- A. The City of North Las Vegas will contact Respondent directly to place orders.
- B. Respondent will supply the City of North Las Vegas a cost quote for services for all proposed trips, based on their submitted Cost Scheduling pricing.

- i. Quotes and Invoice should include mileage rate(s) for actual miles and the most direct route traveled/driven from the Respondent's zip code to the pickup, to the drop off and back to Respondent's zip code.
- ii. For air transportation Respondent shall provide a quote for service inclusive of all aspects and travel cost required for the transport from Respondent's zip code to the pick-up, location, drop off location, and return to Respondent's zip code, not to exceed the per mile rate listed in the price schedule.

## 8. Reporting

- A. Respondent shall provide quarterly reports of all prisoner(s) transportation services invoiced under the contract. Unless otherwise agreed, the Quarterly Report for Prisoner Transportation Services (see Sample B, Sample Quarterly Report) shall be used for all quarterly reports. **Reports shall be submitted to the name and address listed on the form on or before the fifteenth (15<sup>th</sup>) day of the month following the end of each fiscal quarter.**

The fiscal quarters are as follows:

Quarter	Quarterly Report Due
July 1 – September 30	October 15
October 1 – December 31	January 15
January 1 – March 31	April 15
April 1 – June 30	July 15

**Failure to provide quarterly reports in a timely manner may result in a notice of non-performance, contract suspension, or termination.**

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

- EXHIBIT A OFFER STATEMENT AND BUSINESS FORM - Provide the name and address of Respondent for purpose of notice or other communication relating to the Proposal. Proposals must be signed by a business entity official who has been authorized to make such commitments.
- EXHIBIT B CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS - This form must be notarized.
- EXHIBIT C QUALIFICATIONS AND EXPERIENCE - References - Provide three (3) governmental agencies or private businesses with which you have conducted business transactions during the past five (5) years. At least two (2) of the references named are to have

knowledge of your debt payment history.

- EXHIBIT D AFFIDAVIT OF REJECTION OF WORKER'S COMPENSATION - Please fill this form out in its entirety. This form must be notarized.
- EXHIBIT E NON-COLLUSION AFFIDAVIT - This form must be notarized.
- EXHIBIT F Written Certification Required by NRS 332.065(3) 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 FEE/COST SCHEDULE- Respondent is required to provide this with their proposal. Respondent may also submit an alternative Fee/Cost Schedule.

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

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

**4. Evaluation Factors:** The City reserves the right to accept a Proposal other than the lowest total expense offered. The following factors will be considered in the evaluation of individual Proposals. The City's Selection Committee will score each Proposal on a 100-point scale. The purpose of scoring the Proposals is to establish a prioritized order in which to continue further discussions. The following are the criteria and points associated for each that the committee will be using:

- A. Completeness of the Proposal (30 points total)

- Response to RFP provisions (5 points)
- Respondent's references (20 points)
- Respondent's presentation (5 points)

**B. Management Qualifications (70 points total)**

- Respondent's overall experience of the firm, as well as their knowledge, skills and abilities to fulfill all aspects of the RFP (50 points)
- Superior skill and reputation in the public sector, including timeliness and demonstrable results (20 points)

Proposals will be evaluated based on the following:

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

**5. Award of Contract:** The recommendation by the selection committee to the City Council to award the Contract will be based upon the Proposal which is most advantageous to the City. All Proposals shall remain firm for ninety (90) calendar days after the Proposal opening. Refer to the Evaluation Process and Evaluation factors sections within this document.

**6. Modifications:** The City may institute changes or modifications to the Work and will notify all participants in a timely manner by an addendum to this RFP.

**7. Rejection of Proposals:** The City reserves the right to reject any and all Proposals received in response to this solicitation if determined not to be in the best interest of the City. Once received, the Proposals shall become the property of the City and are subject to public disclosure under the Nevada Public Records Act. Respondents are not entitled to recover any Request for Proposal preparation costs or other damages should the City not make an award or fail to successfully negotiate the Contract.

**8. Incorporation of Proposal into the Contract:** The contents of the RFP and the selected Respondent's Proposal shall be incorporated, in total, into the Contract. In the event there is a conflict between the RFP and the Contract, the terms of the Contract will prevail.

**9. Proposal Format**

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

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

including the following:

- Applicant's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number;
- A primary contact for the Applicant, including name, job title, address, telephone and fax numbers, and email address;
- A description of Applicant's business background, including, if not an individual, Applicant's business organization (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in North Las Vegas and/or Nevada, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman-, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other information about Applicant's business organization that Applicant deems pertinent to this RFP.

4. Project Understanding

- Provide a brief narrative statement that confirms Applicant's understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the project that is the subject of this RFP. Applicant shall describe how the Applicant's business experience will benefit the project.

5. Proposed Scope of Work , including a cost proposal and project timetable (schedule), in accordance with, "Scope of Work," of this RFP.

6. Statement of Qualifications; Relevant Experience

- Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. If any minimum qualifications for performance are stated in this RFP, Applicant must include a statement confirming that Applicant meets such minimum requirements.

7. Exhibit H – Cost/Fee Schedule. Respondent is required to provide this with their proposal response. Respondent may also submit an alternative Cost/Fee Schedule.

**City of North Las Vegas  
Request for Proposal ("RFP")  
RFP 2022-006 Prisoner Transportation Services**

**EXHIBIT "A"  
PROPOSAL SUBMITTAL PAGE**

This Proposal is submitted in response to **RFP 2022-006 Prisoner Transportation Services** 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

**FOR INFORMATIONAL PURPOSES ONLY**

Is this firm a ESB, Minority, Women or Disabled Veteran Business Enterprise?

\_\_\_ No \_\_\_ Yes If YES specify \_\_\_MBE \_\_\_WBE \_\_\_DVBE \_\_\_ESB

Has this firm been certified as a ESB, Minority, Women or Disabled Veteran Business Enterprise?

\_\_\_ No \_\_\_ Yes If YES specify Certifying Agency \_\_\_\_\_

Please attach a copy of your certification.

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

**1. DEFINITIONS**

"City" means the City of North Las Vegas.

"City Council" means the governing body of the City of North Las Vegas.

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

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

**2. INSTRUCTIONS**

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

**3. INCORPORATION**

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

Block 1 Contracting Entity		Block 2 Description
Name		<b>RFP 2022-006 Prisoner Transportation Services</b>
Address		
Telephone		
EIN or DUNS		

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

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

**FORM B**

**CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS**

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

**BLOCK 4 DISCLOSURE OF OWNERSHIP AND PRINCIPALS**

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

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

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

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

EXHIBIT "C"

QUALIFICATIONS AND EXPERIENCE RESPONDENT

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

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

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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:

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

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

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

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

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

**EXHIBIT "C"**  
**QUALIFICATIONS AND EXPERIENCE RESPONDENT**  
**(CONTINUED)**

**Example Contract 2:**

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

Brief Description of Contract Scope:

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

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

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

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

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

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

**Example Contract 3:**

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

Brief Description of Contract Scope:

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

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

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

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

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

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

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

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

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

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

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

Signature \_\_\_\_\_

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

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

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by \_\_\_\_\_ (name of person making statement).

Notary Signature

\_\_\_\_\_

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



**CITY OF NORTH LAS VEGAS**

**Non-Collusion Affidavit**

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

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

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

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

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

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

**EXHIBIT "F"**  
**WRITTEN CERTIFICATION**



**CITY OF NORTH LAS VEGAS**

**WRITTEN CERTIFICATION PURSUANT TO NRS 332.065(3)**

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

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

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

\_\_\_\_\_  
AUTHORIZED SIGNATURE      DATE

\_\_\_\_\_  
TITLE

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



**CITY OF NORTH LAS VEGAS**

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

## PRISONER TRANSPORTATION SERVICES AGREEMENT

This Prisoner Transportation 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 prisoner transportation services, as more particularly described in the Prisoner Transportation Services Request for Proposal RFP 2022-006 (“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.

WHEREAS, Provider further represents that it has all the required licenses and/or authorizations pursuant to all federal, State of Nevada, and local law to conduct business relative to this Agreement.

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 terms, 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. 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.

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**

2.1. This Agreement shall commence on the Effective Date and will continue to be in effect for three (3) 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**

3.1. 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. Provider's prices may not be increased during the Term. 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. Termination for Convenience. This Agreement may be terminated, in whole or in part, with or without cause, by the City 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 *[insert entity type and state of origin]* 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. The City may require each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property to submit to a background check performed by the City's Police Department ("Background Check"), and each employee, agent, or subcontractor must satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement. For this Agreement the City is requiring a Triple I which includes Fingerprint based Criminal History Check and drug screening depending on the position.

## **SECTION NINE INSURANCE AND PERFORMANCE BOND**

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 \$2,000,000.00 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 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. Notwithstanding any provision in this Agreement, City reserves the right to request modification at any time to the scope, frequency, estimated quantities, or timing of Provider's Services under the Agreement, in whatever manner City determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Provider agrees that if amendments or modifications to the Agreement are required during the Term, the parties must execute a written amendment detailing those amendments. The parties acknowledge and agree that this Agreement may be amended or modified only by a writing executed by both 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 A 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 293.010 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. 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 13.18 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

13.19. Records and Auditing. Vendor 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. Vendor shall make such records available to the City for inspection, audit, examination, reproduction, and copying at Vendor's offices at all reasonable times. However, if requested, Vendor shall furnish copies of said records at its expense to the City, within seven (7) business days of the request.

13.20. 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.

13.21. 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.

13.22. 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).

13.23. Therefore, if applicable, during the performance of this contract, the Provider/Contractor agrees as follows:

13.23.1. The Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

13.23.1.1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

13.23.2. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

13.23.3. The Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Provider's legal duty to furnish information.

13.23.4. The Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Provider's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.23.5. The Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

13.23.6. The Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.23.7. In the event of the Provider's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

13.24. The Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. The Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

13.24.1. Provided, however, that in the event a Provider becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency, the Provider may request the United States to enter into such litigation to protect the interests of the United States.

13.25. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

13.26. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

13.27. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance,

guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

13.28. 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.

13.29. 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.

13.30. 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.

13.31. Compliance with the Contract Work Hours and Safety Standards Act. 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.

13.32. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants 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.

13.33. Suspension and Debarment.

13.33.1. 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 Vendor is required to verify that none of the Vendor'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).

13.33.2. By entering into this contract, Vendor 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.

13.33.3. The Vendor 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.

13.33.4. This certification is a material representation of fact relied upon by the City. If it is later determined that the Vendor 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 Vendor 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 Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13.34. Byrd Anti-Lobbying Amendment. Vendors 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.

13.35. Pursuant to this Federal rule, when Federal funds are expended by the City, Vendor 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:

13.35.1. 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.

13.35.2. 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.

13.35.3. 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.

13.36. 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.

13.37. 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)), Vendor 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.

13.38. 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, Vendor 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.

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

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

13.39.1.1. Procure or obtain;

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

13.39.1.3. 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).

13.39.1.3.1. 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).

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

13.39.1.3.3. 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.

13.39.2. 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.

#### 13.40. Domestic Preferences for Procurements.

13.40.1. 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.

13.40.2. For purposes of this section:

13.40.2.1. “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.

13.40.2.2. “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.

13.41. 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, Vendor, or any other party pertaining to any matter resulting from this contract.

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

[The remainder of page is intentionally left 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 2022-006

Please see the attached page(s).

EXHIBIT B

Services Provider's Response to RFP

Please see attached page(s).

## **EXHIBIT H**

### **FEE/COST SCHEDULE**

Cost break down involves at least one (1) or two (2) person team to travel for a one (1) or two (2) day travel agreement to the location of detention and return with detainee/subject in accordance with Respondent's policy.

DESCRIPTION	COST	
ONE DAY TRAVEL		
Day 1 Travel Eight (8) Hour Day-vehicle or air transport		Per hour per each Respondent personnel traveling
Minimum Trip Fee		Per each Respondent personnel traveling
Overtime Fee – Accrued time past Eight (8) hour day until released from Respondent Custody		Per hour per each Respondent personnel traveling
TWO DAY TRAVEL		
First Day of Day 2 Travel		Per Hour per each Respondent personnel traveling
Minimum Trip Fee (This does not include travel time with detainee/subject on a second day of travel.)		Per each Respondent personnel traveling
Travel Exceeds Ten (10) Hours on day one (1)		Per Hour per each Respondent personnel traveling until arrival at hotel*
Day 2 Travel		Per Hour per each Respondent personnel traveling **
Minimum Trip Fee ( Day 2 Travel)		Per each Respondent personnel traveling
TRAVEL COST		
Air fare will be determined by the rate of travel per airline. It should be noted that Respondent will make every attempt to find the best rate possible for any airline that will transport secured detainees/subjects onboard their carrier.		
Rental vehicle costs will be determined by the rate of rentals in that area. It should be noted that Respondent will make every attempt to find the best rate possible. This rental will include a vehicle no smaller than a mid-size vehicle rental. Ride share services will never be used for travel with a detainee/subject.		
Hotel costs pursuant to a two (2) day travel agreement will be reserved on Government rate reservations in order to find the best rate possible.		

\* This additional charge will only be assessed per travel time (GPS) from airport/rental car location to pre-determined place of stay for an overnight travel.

\*\* It should be noted that this time will start when Respondent personnel arrive at location/detention facility where detainee/subject is detained and not travel time to that detention facility

\*\*\*Please note that any additional charges accrued on travel days outside of the scope of Respondent's hourly and minimum rates will be documented on an invoice to be reimbursed. These charges could be described as addition charges for detainee's/subject's bulk personal property per airline carrier or medical costs for detainee/subject while in the custody of Respondent. If for any reason travel is suspended or delayed for a long period of time, any other charges accrued such as rental vehicle and hotel costs for Respondent personnel will also be invoiced after travel is completed. It is Respondent's policy that the detainee/subject will remain in custody with them while in a vehicle or air travel and if for any reason, an extended stay is required due to last minute problems with travel, the detainee/subject will be placed back into custody at an authorized detention facility until the travel can be completed. It is also requested that if Provider makes travel arraignments and travel is cancelled by someone other than Respondent, those travel costs are reused for other travel or reimbursed.

## SAMPLE A – INCIDENT REPORT FORM

### Prisoner Transportation Incident Report Form

*Completed forms should be emailed to NLVPD or their designated point of contact within 24 hours at \_\_\_\_\_ (email tbd)\_\_\_\_\_.*

Date of Incident: \_\_\_\_\_ Trip: \_\_\_\_\_

Transferring Agent Name (First and Last): \_\_\_\_\_

Prisoner's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last 4 digits of SSN#: \_\_\_\_\_ Male ☐ or Female ☐ (check one)

NLVPD's POC Name: \_\_\_\_\_ Contact Ph#: \_\_\_\_\_

#### *Incident Information:*

Time of Incident: \_\_\_\_\_ am/pm Location of Incident: \_\_\_\_\_

Weather Conditions: \_\_\_\_\_ Road Conditions: \_\_\_\_\_

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

Was a Report Taken: Yes ☐ or ☐ No Report# \_\_\_\_\_

#### **Summary of Incident:**


Signature of Agent: \_\_\_\_\_ Date: \_\_\_\_\_

## SAMPLE B – SAMPLE QUARTERLY REPORT

### SAMPLE QUARTERLY REPORT FOR PRISONER TRANSPORTATION SERVICES

(Check appropriate quarter)

October – December \_\_\_\_ January-March \_\_\_\_ April-June \_\_\_\_ July-September \_\_\_\_

Year: 20 \_\_\_\_

COMPANY NAME: \_\_\_\_\_

Report Submitted by: (person) \_\_\_\_\_ Telephone: \_\_\_\_\_

Using Agency: \_\_\_\_\_

This sample Quarterly Report may be modified and submitted as an Excel spreadsheet. Send reports on or before **January 15, April 15, July 15, and October 15** annually throughout the life of contract.

E-mail is the preferred method of submitting quarterly reports.

Send to: (email address tbd)

The City of North Las Vegas	Pick Up/Drop Off Locations	Miles Billed	Total Charges
<b>TOTALS</b>			

Insert data for the current quarter only, based on service provided during the quarter for each agency.

PLEASE DUPLICATE FORM FOR USE THROUGHOUT THE LIFE OF THE CONTRACT

Mayor  
**John J. Lee**

City Manager  
**Ryann Juden**

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



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

**December 7, 2022**

**CITY OF NORTH LAS VEGAS**  
**REQUEST FOR PROPOSAL ("RFP")**  
**RFP 2022-006 Prisoner Transportation Services Addendum #1**

The following language is to correct the call in number for the optional Pre-Proposal Meeting

An optional Pre-Proposal Meeting will be conducted at **1:00 P.M., local time, Monday, December 12, 2022, local time**, via Google Meet conference call, **Telephone # 413-369-1291, Meeting Pin# 144 363 113#**. 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 this meeting must be sent via email or submitted in NGEM at the conclusion of the Pre-proposal meeting.

A handwritten signature in black ink, appearing to read 'Marie Leake', is positioned above a horizontal line.

Marie Leake  
Procurement Manager

Mayor  
**Pamela A. Goynes-Brown**

City Manager  
**Ryann Juden**

Council Members  
**Isaac E. Barron**  
**Scott Black**  
**Richard J. Cherchio**



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

**December 19, 2022**

**CITY OF NORTH LAS VEGAS  
REQUEST FOR PROPOSAL ("RFP")  
RFP 2022-006 Prisoner Transportation Services**

**Addendum #2**

The deadline for questions for this proposal was 12:00 p.m., December 19, 2022.

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

**Question 1. This email address is not valid: yoshidaj@cityofnorthlasvegas.com**

*Answer: It is the correct email address – yoshidaj@cityofnorthlasvegas.com*

**Question 2. What has the annual revenue been the last 3-5 years for this contract?**

*Answer: Current contract since May 3, 2022. Current contract is in effect until June 30, 2023 in a not to exceed amount of \$100,000.00. Previously the City of North Las Vegas Police Department was providing the transportation.*

**Question 3. Who is incumbent provider of this contract and how long have they had the contract?**

*Answer: Hoyt Investigative Group LLC dba Blue Line Transport. Contract since May 3, 2022. Previously the City of North Las Vegas Police Department was providing the transportation.*

**Question 4. My current prisoner transport contract has insurance limits originally set by the city and were satisfied and a copy of the COI was forwarded when I started doing business in April of 2022. In the new RFP bid, the minimum coverage requirements increased significantly which is causing my annual insurance payment to increase 4 times the current amount. Is there any way the minimum requirements can remain at the current coverage amounts, making doing business more feasible for the company? It should be noted that BLT has done several transports with no issues or law suits and has SOP's in place to help limit the chances of any civil suits.**

*Answer: This would be considered an exception to Exhibit G. Please submit your insurance request as an exception listed on Exhibit G.*

**Question 5. Under the copy of the Service Agreement provided, Section 13.34 states that a certificate is required signed by vendors that states we are not in violation of the Bryd Anti Lobbying Amendment. Is this a separate form that needs to be attached or if awarded, will the signatures on the agreement be reference to that section and Amendment?**

*Answer: If awarded, the signature on the contract is acceptance of the language in Section 13.34.*

A handwritten signature in black ink, appearing to read "Marie Leake", written over a horizontal line.

Marie Leake  
Procurement Manager

**City of North Las Vegas**  
**RFP 2022-006 Prisoner Transportation Services**

Optional Pre-Proposal Meeting held on December 12, 2022 at 1:00 p.m.  
via Google Meet conference call Conference Call Attendees

**City of North Las Vegas**

Joy Yoshida, Buyer  
Adam Hyde, Police Captain  
Rachel George, Senior Manager of Administrative Services, Police

**Vendors**

Steve McCoy  
Business Development Manager  
Allied Universal Security Services  
4000 S. Eastern Ave., Suite 210, LV, NV 89119  
Phone: 702-544-8396  
Email: Steve.McCoy@aus.com

Mark Hoyt & Rob Sullivan  
Hoyt Investigative Group LLC dba Blue Line Transport  
Email: mtrhoyt@hotmail.com

EXHIBIT B

Services Provider's Response to RFP

Please see attached page(s).



## **RFP 2022-006 Addendum 2**

### **Blue Line Transport**

### **Hoyt Investigative Group LLC**

### **Supplier Response**

#### **Event Information**

Number: RFP 2022-006 Addendum 2  
Title: Prisoner Transportation Services  
Type: Request for Proposal  
Issue Date: 12/5/2022  
Deadline: 1/9/2023 01:00 PM (PT)  
Notes:

The City of North Las Vegas ("City") is seeking Proposals from qualified Respondents for an award for a Prisoner Transportation Services Agreement. The City periodically requires having detainees/subjects be transported from locations through the United States to the City, which is located in the State of Nevada.

#### **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

## Blue Line Transport Information

Address: 1930 Village Center Cir #3-863  
Las Vegas, NV 89134  
Phone: (702) 281-1574

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

Mark Michael Hoyt

*Signature*

*Submitted at 1/2/2023 01:53:42 PM (PT)*

bltrans3525@gmail.com

*Email*

## Supplier Note

The box for Exhibit "G" would only allow me to submit one page so I uploaded my attached document. I then uploaded the Exhibit "G" form with the city logo under additional attachments.

## Requested Attachments

### Required Documents

Exhibits A-F.pdf

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

### Required Documents

Exceptions 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

Fee Cost Schedule FINAL.pdf

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

## Response Attachments

### Additional Docs.pdf

Additional Docs

### Signed cover letter.pdf

Cover letter

### Table of Contents Final.pdf

Table of Contents

### Introduction & Executive Summary FINAL.pdf

Intro and Executive Summary

### Applicant Profile FINAL.pdf

Applicant profile

### Project Understanding FINAL.pdf

Project understanding

### Proposed Scope of Work FINAL.pdf

Scope of work

### Statement of Qualifications FINAL.pdf

Statement of Qualifications

Bid Attributes

1	<b>Acknowledgment of Addendum #1</b> I acknowledge receipt of Addendum #1 <input checked="" type="checkbox"/> Acknowledgment of Receipt of Addendum #1 (Acknowledgment of Receipt of Addendum #1)
2	<b>Acknowledgment of Addendum #2</b> I acknowledge Receipt of Addendum #2 <input checked="" type="checkbox"/> Acknowledgment of Receipt of Addendum #2 (Acknowledgment of Receipt of Addendum #2)



5135 Camino Al Norte #201  
North Las Vegas, NV 89031  
[bltrans3525@gmail.com](mailto:bltrans3525@gmail.com)  
(702) 281-1574  
(702) 354-4244

City of North Las Vegas  
Request for Proposal ("RFP")  
RFP 2022-006 Prisoner Transport Services

## Cover Letter

To: City of North Las Vegas  
From: Mark Hoyt owner of Hoyt Investigative Group, LLC  
dba Blue Line Transport

RE: City of North Las Vegas Request for Proposal ("RFP") 2022-006 Prisoner  
Transport Services

Date: 12-26-22

Dear Joy Yoshida:

Attached is our bid for Request for Proposal ("RFP") 2022-006 for Prisoner Transport Services. We at Blue Line Transport (hereinafter referred to as BLT) are thrilled to have the opportunity to submit a proposal to facilitate the safe and efficient transfer of prisoner(s)/detainee(s) from incarcerated police jurisdictions within the United States to the City of North Las Vegas.

All BLT agents used for transports are retired law enforcement officers with an impeccable history of integrity in the department in which they honorably served. Everyone at BLT has a common goal of using the safest and most humane conditions possible to deliver each prisoner/detainee to the city of North Las Vegas in the most efficient way possible.

In the accompanying business proposal, we have outlined the scope of work that BLT will do for the City of North Las Vegas.

A handwritten signature in black ink, appearing to read 'Mark Hoyt' or 'Robert Sullivan', is positioned above the printed name.

Mark Hoyt/Robert Sullivan  
Owner/Designee



City of North Las Vegas  
Request for Proposal ("RFP")  
RFP 2022-006 Prisoner Transport Services

## Introduction/Executive Summary

The services being sought consist of prisoner/detainee transport to the City of North Las Vegas, County of Clark, State of Nevada from other states within the United States of America. This includes prisoners/detainees with active arrest warrants that are extraditable within the United States. These warrants of arrests will be confirmed by the North Las Vegas Police Department (NLVPD) prior to being sent to Blue Line Transport (hereinafter referred to as BLT) for validation of the travel being sought. This includes air travel and other means of transportation to facilitate the delivery of a prisoner/detainee.

Other services available include transport of victim children and/or other victims or witnesses. All BLT agents have law enforcement and investigative backgrounds that include Special Victim Unit disciplines that is helpful in these types of transports.

### **Scope of Services** (Briefly Described):

- BLT will provide safe and efficient prisoner/detainee extradition services upon receipt of transport request the City of North Las Vegas;
- BLT will review documents for special instructions and date of delivery, set by arresting jurisdiction;
- BLT will schedule travel dates and methods of travel. BLT will book the most cost-effective air travel, rental vehicle and hotel accommodation costs (applicable for two-day travel) that meet the identified travel requirements;
- BLT will communicate to the holding agency the pickup date/time, obtain any special instructions and identify the BLT agents conducting the transport;
- BLT will communicate to NLVPD return arrival date and time;
- BLT will send final invoices within 3 business days of transport completion;
- Emails will be sent to NLVPD fugitive detail confirming that the prisoner/detainee extradition was completed;
- BLT will keep files for each prisoner/detainee transported that will include copies of arrest warrants and waivers of extradition/Governors Warrants.



City of North Las Vegas  
Request for Proposal ("RFP")  
RFP 2022-006 Prisoner Transport Services

## Applicant Profile

Blue Line Transport (hereinafter referred to as BLT) Owner Mark Hoyt is a retired detective with the North Las Vegas Police Department (NLVPD) with over 22 years with NLVPD. Prior to that, Mark was employed as a Corrections Officer with the Las Vegas Metropolitan Police Department (LVMPD) where he worked for 18 months prior to attending the police academy for NLVPD. Mark is also a veteran with eight (8) years of service in the United States Air Force where he obtained an honorable discharge.

BLT Designee Robert Sullivan is a retired detective with the NLVPD with 20 years of law enforcement experience. During those years, Robert worked as an officer and detective with NLVPD and as a deputy with the Nye County Sheriff's Department. Robert is also a veteran with four (4) years of service in the United States Marine Corps where he obtained an honorable discharge.

Mark and Robert worked several years in the Special Victims Unit with NLVPD and several years with the Joint Terrorism Task Force (JTTF) and Internet Crimes against Children (ICAC)/Human Trafficking Task Forces in Las Vegas. During their time on these task forces, Mark and Robert were sworn as Federal Task Force Officers (TFO) with the United States Marshals Office. Mark (PILB #3029) and Robert (PILB #2976) are also currently licensed Private Investigators with the State of Nevada Private Investigators Licensing Board (PILB).

Hoyt Investigative Group, LLC dba Blue Line Transport has a North Las Vegas Business License under #BUS-000232-2022, expiring 03-31-2023 with a business address of 5135 Camino Al Norte #201, NLV, NV 89031. BLT business email address is bltrans3525@gmail.com and Federal Taxpayer Identification Number (EIN) is 88-1560987. Hoyt Investigative Group, LLC dba Blue Line Transport currently has a W9 on file with the city of North Las Vegas after completing a Vendor Information form. Contact telephone number for Mark is (702) 281-1574 and for Robert is (702) 354-4244.

BLT has been in business in Nevada since May of 2022 and has conducted over 25 prisoner/detainee transports for the North Las Vegas Police Department, Nye County

Sheriff's Office and the Washoe County Sheriff's Office. BLT is a Disabled Veteran Owned Business Enterprise (DVBE). It should be noted that BLT is not certified as a DVBE by the state of Nevada at the time of this submission but will complete this certification in the future.

The primary mission for BLT is to provide a safe and humane way of travel for prisoner/detainee transports. BLT takes pride in utilizing retired law enforcement officers (LEO) as 1099 contracted agents to conduct prisoner/detainee transports with an impeccable background and history of integrity and superior skills with their previous department and the public sectors they served. This mission accomplishment can be attributed to the experience and knowledge that BLT agents gained throughout their law enforcement careers to deescalate any issue that could arise during a transport. This superior skill by BLT agents also sets us apart from other companies that may employ individuals with limited skills and experience to manage situations at a moment's notice and prioritizing public safety during every transport.

It should also be noted that BLT utilizes commercial aircraft that can limit the risk of civil litigations against BLT, their agents and the jurisdiction requesting extradition. Commercial aircraft saves time and provides more humane conditions, whereas van transports restrains a prisoner/detainee for several hours at a time, sometimes days, until they reach a destination. This is evident in past BLT transports where prisoners/detainees have expressed their gratitude for our means of travel.



City of North Las Vegas  
Request for Proposal (“RFP”)  
RFP 2022-006 Prisoner Transport Services

## Project Understanding

The objective of prisoner/detainee transports is to safely transport a person accused of a felony crime conducted within the City of North Las Vegas police jurisdiction (and later found in another jurisdiction) to North Las Vegas to answer for the crime(s) they have been accused of. After an officer or detective with the North Las Vegas Police Department (NLVPD) submits a case to the Clark County District Attorney’s Office (DA) for their prosecutorial review and the DA’s office finds prosecutorial merit within the NLVPD investigation, an arrest warrant is issued by the DA’s Office. Once that person is located outside of Clark County and/or outside of the State of Nevada, the person is detained by that police jurisdiction and held in custody under the Clark County arrest warrant. The prisoner/detainee then appears before a magistrate in the jurisdiction where they are being held and either signs a waiver of extradition, agreeing to be voluntarily extradited back to North Las Vegas by a certain date, or they refuse to be extradited. If the prisoner/detainee refuses extradition, a Governor’s Warrant could be applied for and if granted, the prisoner/detainee will be transported to North Las Vegas by a certain date.

## Operations

Blue Line Transport (hereinafter referred to as BLT), and their agents, AGREE to provide the services requested to achieve the objectives of any project(s) in this Request for Proposal. Since starting BLT, agents have met and overcome several obstacles and safely and efficiently delivered prisoners/detainees to NLVPD personnel. Standard operating procedures (SOP) are currently in place as a result of these travel obstacles and conditions. BLT will continue to enhance SOPs if needed to effectively conduct safe transports. Agents with BLT are required to treat each prisoner/detainee being transported with respect and in the most humane conditions. BLT accomplishes this by covering/concealing any hand and/or feet restraints and provide meals for each prisoner/detainee. BLT agents take pride in utilizing verbal skills gained through several years of law enforcement experience in order to diffuse a detainee’s aggressive behavior (when applicable) towards agents or other citizens.



City of North Las Vegas  
Request for Proposal ("RFP")  
RFP 2022-006 Prisoner Transport Services

## Proposed Scope of Work

### **Federal, State and Local Law Compliance:**

- Blue Line Transport (hereinafter referred to as BLT) owner and designee are licensed Private Investigators with the State of Nevada Private Investigators Licensing Board (PILB), per original condition of contract;
- BLT agents are all retired Nevada Law Enforcement Officers (Post 1 certified) with advanced knowledge of Nevada Revised Statutes (NRS) and are familiar with NLVPD department policy and detective bureau manual;
- BLT agents have spent time on Federal task forces, giving them first-hand knowledge of Federal laws.

BLT does not have any vehicles assigned to the LLC. All transports are done using commercial aircraft and rented vehicles during Interstate (out of state) transports. BLT does not currently conduct intrastate transports, and therefore requirements set by the Nevada Transportation Authority (NTA) do not apply to our current standard operating procedures (SOP).

### **Custody of Prisoner/Detainee:**

Custody of a prisoner/detainee begins at the time of pickup from the holding facility and ends at the point of surrendering custody to the City of North Las Vegas or to law enforcement agency designated by the City of North Las Vegas. BLT agents will assume responsibility for the security and control of every prisoner/detainee and perform those responsibilities in a professional manner and in accordance with Nevada state laws and constitutional standards.

- BLT agents will inventory and take custody of all property, medications and money/check that belongs to the prisoner/detainee and relinquish these items to the agency taking custody of a prisoner/detainee at drop-off;
- BLT agents will notify the City of North Las Vegas of the delivery date and time of the prisoner/detainee at the final destination, ending the responsibility of BLT agents for that prisoner/detainee. The drop-off location will be determined by both parties as the most suitable location to hand off the prisoner/detainee to the City of North Las Vegas;

- BLT agents will identify themselves to personnel designated by the City of North Las Vegas to accept custody of a prisoner/detainee;
- BLT will notify the City of North Las Vegas and NLVPD Fugitive Detail via email of the delivery of the prisoner/detainee at the final destination, ending the responsibility of BLT for that prisoner/detainee.

If requested, BLT will provide a quote for services inclusive of all aspects of travel costs required. BLT will make every attempt to travel to the closest international airport to the holding jurisdiction at the best travel rates possible. BLT SOP currently does not require a per mile rate since air travel is utilized for our transports. BLT SOP does require agents to document mileage from the holding detention facility to the airport while with prisoner/detainee.

BLT will transport each prisoner/detainee on dates specified by the City of North Las Vegas and the holding jurisdiction unless extenuating circumstances prevent the pickup by that date.

- If possible, BLT receives a seven (7) day window of time for agents to make a scheduled pick up by the predetermined date;
- When extenuating circumstances exist and/or a different pickup date is required, the City of North Las Vegas will coordinate the new pickup date for that trip with the holding jurisdiction and will notify BLT of the new date of pickup.

All BLT agents will be familiar with Jenna's Law. In case of an escape, every attempt will be made by BLT agents to recapture the prisoner/detainee and local law enforcement will be contacted immediately.

- BLT agents will notify the City of North Las Vegas immediately in the case of an escape;
- All BLT agents travel with incident forms in case of an escaped prisoner/detainee and will forward this completed form to the City of North Las Vegas within 24 hours;
- All BLT agents take photos of each prisoner/detainee at the time they are handcuffed as they leave the holding detention facility. These photos document the identity of the prisoner/detainee and their attire at the time of a possible escape to show responding law enforcement officers.

BLT agents will complete required incident forms for other incidents that include but are not limited to:

- Any act of violence towards BLT staff or any member of the public;
- Any breach of security;
- Delay in excess of 24 hours in transportation of prisoner/detainee;
- Any medical condition of a prisoner/detainee that requires immediate emergency medical attention;
- Any mechanical failure that would require normal reports to the cognizant regulatory agency;

- The refusal of any law enforcement officer of holding agency to release any prisoner/detainee to BLT agents as authorized or directed by the City of North Las Vegas.

BLT will notify the City of North Las Vegas any refusal of a request within four (4) hours from BLT's receipt of the request.

- In the event that BLT refuses to transport a prisoner/detainee, there will be no charge to the City of North Las Vegas;
- The City of North Las Vegas shall have the right to cancel a pickup order within 24 hours after placing the transportation request without a cancellation fee.

To ensure a prisoner/detainee is surrendered by BLT agents to the custody of the City of North Las Vegas or its duly authorized agents, identification of personnel designated to accept custody of the prisoner/detainee shall be presented to BLT agents at the place and time of surrender of custody.

The City of North Las Vegas will notify the holding jurisdiction by fax or email within four (4) hours of transportation request that BLT is the City of North Las Vegas's designated agent to transport the prisoner/detainee.

BLT is responsible for the safety and meals of all prisoners/detainees while being transported.

- All prisoners/detainees in transport who require lodging due to delays, whether or not beyond BLT agents control, shall be housed in appropriate local detention facilities at no additional charge to the City of North Las Vegas;
- BLT agents will provide all prisoner/detainee costs at the time of travel that include meals, clothing and ordinary hygiene products and later invoiced at the conclusion of travel;
- BLT agents will inquire about any potential medical conditions while transporting a prisoner/detainee in accordance with the transportation of prisoners with potential medical issues in this RFP;
- Medical costs to cover a prisoner/detainee can be invoiced when the travel is completed and will be documented on a BLT incident form.

Transportation of a female prisoner/detainee by BLT will be provided by at least one female BLT agent and in accordance with the minimum standards for prisoner transport section when state law of the holding jurisdiction requires a female agent for transport of a female prisoner/detainee. Transportation of a male prisoner/detainee by BLT will be provided by at least one male agent and in accordance with the minimum standards for prisoner transport section.

Pickup and delivery of a prisoner/detainee by BLT shall be made and determined by the City of North Las Vegas or in accordance with institutional and/or statutory timelines.

**Transportation of Prisoners with Potential Medical Issues:**

All prisoner/detainee medical costs, including the cost of transportation to and from any medical facilities, shall be paid by the City of North Las Vegas, except for medical costs due to the negligence of BLT and BLT staff. Any prescription costs for a prisoner/detainee during transport is paid for by BLT at the time of the service, and will be reimbursed by the City of North Las Vegas upon submission of the receipt on an invoice.

- BLT will be responsible for inquiring if the prisoner/detainee has any medical or mental issues, prior to transport;
- BLT will be authorized to obtain emergency and/or routine medical treatment for prisoner/detainee whenever deemed necessary by BLT;
- All expenditures shall be reported in detail to the City of North Las Vegas and will include receipts when reimbursement is requested;
- BLT will make telephone contact with the holding facility's medical staff, prior to travel, to ensure no medical conditions of a prisoner/detainee exists that would prohibit the prisoner/detainee from traveling on commercial aircraft;
- When the medical status of a prisoner/detainee precludes travel by aircraft, BLT will provide escorted ground transportation only after consulting with medical staff at the holding facility if the medical condition occurred after BLT's initial contact with holding facility. This may include but not limited to:
  - Communicable disease;
  - Cardiovascular problems;
  - High risk pregnancy;
  - Epilepsy, whereby seizure activity is not adequately controlled;
  - Diabetics, whereby prescribed medication must be injected and/or refrigerated;
  - Fractured bones requiring casts or braces designed to immobilize injured areas;
  - Critical wounds;
  - Any other medical conditions that may place the prisoner/detainee, BLT transport agents and/or other passengers at risk.

In the event a prisoner/detainee has any medical condition not covered in paragraph 1 above, or if the holding facility has not accurately advised the City of North Las Vegas or BLT staff, BLT agents must contact BLT management prior to accepting custody of the prisoner/detainee.

Any medical costs incurred due to BLT agents' negligence (e.g., auto accident, mistreatment of a prisoner/detainee, etc.) shall be the responsibility of BLT.

**Minimum Standards for Prisoner/Detainee Transports:**

BLT shall provide the City of North Las Vegas and NLVPD an itinerary of travel via email as soon as it is scheduled and will consist of the following but not limited to:

- Length of time to complete trips;
- Travel information to include airline and travel times;
- medical requirements.

The City of North Las Vegas will provide BLT with information of the prisoner/detainee prior travel that includes but is not limited to:

- Name of prisoner/detainee;
- Date of birth of prisoner/detainee;
- Physical description of the prisoner/detainee;
- Location of detention facility;
- Copy(s) of the arrest warrant(s);
- Copy of the waiver of extradition;
- Copy of Governor's Warrant if applicable;
- Photo of prisoner/detainee is available;
- Language barrier if known;
- Special or high notoriety case.

BLT agents must carry identification for each prisoner/detainee, when prisoner/detainee identification is available.

BLT agents will communicate with the City of North Las Vegas or NLVPD when in custody of prisoner/detainee to coordinate drop off of prisoner/detainee.

BLT can be fined \$50.00 for every unexpected incident that is not reported within 24 hours and will be withheld from invoice payments.

BLT policy states two BLT agents will travel on every extradition when applicable for reasons listed below but not limited to:

- Safety of agents due to nature of crimes committed by a prisoner/detainee (felony warrants);
- Security of a prisoner/detainee;
- Safety to the public in or around airports, on aircraft and rental vehicle establishments;
- Logistics during travel to include contact with airline/rental car personnel while keeping a prisoner/detainee out of public view.

Juveniles must be transported per state and federal guidelines.

All prisoners/detainees must wear handcuffs, waist chains and leg irons (when applicable) for maximum protection of BLT agents and the general public and in accordance with TSA guidelines.

- BLT agents will conceal all chain restraints and handcuffs from view of the general public;
- Prisoner/detainee must wear all chain restraints while in a rented vehicle.

All prisoners/detainees will be searched by BLT agents, by the same sex agent, for contraband prior to being transported at every aspect of travel.

Prisoner/detainee will not be secured to any mode of transportation (vehicle or aircraft).

Prisoners/detainees will be provided access to restrooms when needed.

### **Minimum Standard for Transporting Agents:**

Standards for BLT transport agents must meet all minimum requirements of Jenna's Law and must comply with the most stringent laws of federal, state and local governments. BLT transport agents must be aware of the use of all restraining devices at the disposal and their proper use.

BLT will complete an appropriate background check on all contracted 1099 BLT agents as required by state, federal and local law to eliminate undesirable candidates with questionable backgrounds.

BLT agents must be at least 21 years of age.

All BLT agents meet and exceed training requirements set by the State of Nevada.

Holding agencies requesting armed transport agents may pay an additional fee for this service.

BLT agents must be properly licensed in accordance with all applicable state and federal requirements. BLT agents will meet and exceed all requirements throughout the term of the contract.

BLT transporting agents must have appropriate identification with descriptive information and picture, clearly identifying them as such, (e.g. company name, employee name, photo and/or insignia identifying the agent as a BLT transporting agent).

### **Placing Orders and Invoicing:**

The City of North Las Vegas will contact BLT to place the transport request.

If requested, BLT will supply the City of North Las Vegas a cost quote for services of a proposed trip based on their submitted Cost Scheduling Fee/Pricing.

BLT will include the city and state flown into and departed from with a prisoner/detainee and state the total amount of hours spent with a prisoner/detainee on all invoices.

If requested, BLT will provide a quote for services inclusive of all aspects of travel costs when traveling commercial aircraft to take custody of prisoner/detainee.

**Reporting:**

BLT will provide quarterly reports of all prisoner/detainee transportation services invoiced under the contract. Unless otherwise agreed, the attached quarterly sample will be used. Reports shall be submitted to the name and address listed on the form on or before the fifteenth (15) day of the month following the end of each fiscal quarter.



City of North Las Vegas  
Request for Proposal ("RFP")  
RFP 2022-006 Prisoner Transport Services

## Statement of Qualifications / Relevant Experience

### **Statement of Qualifications:**

Blue Line Transport (hereinafter referred to as BLT) Owner Mark Hoyt started his law enforcement career as a corrections officer with the Las Vegas Metropolitan Police Department (LVMPD) from January 08, 1998 to September 07, 1999. Some duties as a corrections officer are as follows but are not limited to:

- Safely housing a person after an arrest;
- Stay complaint with the Department of Justice in the proper housing of a person arrested for crimes within Clark County;
- Staying compliant with LVMPD department policy for POST 3 Corrections Officer. This includes defensive tactics, verbal judo and training to handle emotionally disturbed people (EDP);
- Verbal judo is defined as diffusing any situation presented by using verbal means only to gain compliance from a verbally or physically aggressive person;
- Knowledge of restraints and handcuffing.

While working at the Clark Count Detention Center (CCDC), Mark learned better techniques to treat and transport a prisoner/detainee. This includes staying compliant with federal and local laws. He also learned how to effectively communicate with incarcerated individuals in order to diffuse difficult situations.

BLT Owner Mark Hoyt worked as a police officer/detective with the North Las Vegas Police Department (NLVPD) from September 08, 1999 to retirement date of February 02, 2022. Mark worked several different disciplines within the police department that included:

- Patrol Officer where he dealt with 911 calls for emergency situations, regular calls for service and traffic enforcement. He learned how to safely handle adverse and stressful situations in a manner that provided safety for everyone involved;
- This included more training for situations dealing with EDP's and persons affected by alcohol or drug abuse;
- Advanced driving training;

- Working volatile crime scenes gave Mark Hoyt the ability to learn how to triage situations and calmly deal with stressful situations to better make decisions that effected an entire criminal investigation;
- Motor Officer where he worked traffic accident scenes and communicated with other officers to coordinate traffic control;
- Communicating with sick/injured and making an evaluated decision as to what or who caused an accident;
- Advanced knowledge of traffic laws;
- Public Information Officer (PIO) where he had advanced knowledge of the North Las Vegas Police Department (NLVPD) Department Policy;
- Obtained advanced communication training;
- 13.5 year detective where he spent 8 years in the Special Victims Unit, interviewed child and adult victims of sexual/physical abuse and persons accused of abusive behavior towards another person. 5.5 years spent with the Internet Crimes against Children (ICAC) task force where he worked highly technical and difficult cases;
- Advanced knowledge of the NLVPD Detective Bureau manual;
- Advanced knowledge of how a case evolves into an arrest warrant from a reported incident.

#### **Relevant Experience:**

Since starting BLT in May of 2022, Owner Mark Hoyt and BLT Designee Robert Sullivan have conducted more than 25 prisoner/detainee transports for the City of North Las Vegas, Nye County Sheriff's Office and Washoe County Sheriff's Office.

There have been no complaints or civil lawsuits filed against BLT.

Several detainees transported have expressed how pleased they were to be traveling via commercial aircraft for a more efficient, faster and more humane way to travel to the City of North Las Vegas. Statements and critiques made by detainees are important to BLT to better enhance the standard operating procedures (SOP) BLT agents adhere to when transporting a prisoner/detainee.

BLT agents have a professional working relationship with NLVPD staff, NLVPD officers, detectives and marshals.

Examples of experiences gained from previous transports have been as follows but are not limited to:

- Scheduling any east coast travel for a two-day trip, unless special circumstances dictate a prisoner/detainee must be brought back on a one (1) day trip;
- Content and questions sent in emails to the City of North Las Vegas and the holding jurisdiction for a more streamline transport;
- Requesting additional documentation for TSA;



City of North Las Vegas  
Request for Proposal (“RFP”)  
RFP 2022-006 Prisoner Transport Services

## Fee/Cost Schedule

Exhibit “H”

Cost breakdown consists of at least one- or two-agent Blue Line Transport (hereinafter referred to as BLT) team to travel for a one- or two-day travel agreement to the location of detention and return with a prisoner/detainee in accordance with BLT’s policy. It should be noted that if the prisoner/detainee is accused of a felony crime (State of Nevada felony arrest warrant), a two-agent BLT team will travel for agent safety and logistics.

Length of travel is dictated by the location where the prisoner/detainee is being held and is dependent on travel time based on available flight schedules as well as proximity of the airport to the holding facility.

Airfares are determined by airlines. BLT will make every attempt to find the best airfare available for all extraditions.

Rental vehicle rates are determined by car rental companies. BLT will make every attempt to find the best rates available for all extraditions. The rental vehicle will include mid-size and larger vehicle rentals to accommodate any size prisoner/detainee. Ride share services will never be used for travel with a prisoner/detainee.

Hotel costs are determined by the hotel. BLT agents will utilize the government rate (when available) or the best rate available at the time of booking.

On travel days exceeding eight hours, BLT agents will charge a daily per diem rate that is dictated on the federal website, GSA.gov.

### **For one-day travel:**

1. Travel for a 10-hour day by air travel and rented vehicle;
  - \$75.00 per hour, per BLT agent for travel from Las Vegas/LAS airport to facility where a prisoner/detainee is being held. This includes drive time between the airport and the holding facility;

- \$100.00 per hour, per BLT agent for travel with a prisoner/detainee from the holding facility to Las Vegas/LAS airport;
- For a one (1) day trip that exceeds 10 hours, a minimum amount of \$1,000.00 will be paid to each BLT agent traveling. The hourly rate of \$100.00 per hour is applicable for every hour worked over ten hours when with prisoner/detainee. Total hours worked will be documented on all invoices;
- If a one-day trip becomes a two-day trip for circumstances (such as airline cancellations) that are beyond the control of BLT agents control, the two-day rate applies as noted in the next section.

#### **For two-day travel:**

- The first day of travel will be billed at \$75.00 per hour, per BLT agent from Las Vegas/LAS airport to a hotel for the overnight stay and includes drive time to where the prisoner/detainee is being held;
- The second day of travel will be invoiced at \$100.00 per hour, per BLT agent for the travel time back to Las Vegas/LAS airport. Time begins when the prisoner/detainee is picked up at their holding facility and ends when they are delivered to officers at LAS.

#### **Additional Expenses:**

Note that any additional charges accrued on travel dates outside of the scope of an extradition will be documented on the final invoice for reimbursement. These charges may include expenses for a prisoner/detainee such as luggage fees and/or medical costs while in the custody of BLT agents. Additionally, should BLT agents travel be delayed or suspended, and additional charges are accrued during these delays (such as rental vehicle or hotel costs), these costs will be added to the final invoice.

#### **Travel Delays:**

It is BLT's policy that the prisoner/detainee will remain in custody with BLT agents while in a vehicle or during air travel. If for any reason an extended stay is required due to travel issues, the prisoner/detainee will be placed back into custody at an authorized detention facility until the travel can be completed.

#### **Cancellations:**

If BLT has confirmed travel arraignments for its agents and/or prisoner/detainee and the extradition is cancelled by the requesting agency or someone other than BLT, every attempt will be made to cancel or reschedule the travel arrangement if possible, and the costs applied to other extradition-related travel. If the canceled travel arrangements are non-refundable, these costs will be billed for reimbursement.

#### **Taxes:**

Federal taxes will be paid by BLT and/or pursuant to 1099 contracted agent Federal laws and regulations.

# STATE OF NEVADA



## PRIVATE INVESTIGATORS LICENSING BOARD

In accordance with Chapter 648 of the Nevada Revised Statutes and pursuant to proper application duly filed and payment of appropriate prescribed fees, the below named is hereby granted and entitled the privilege of conducting business within the State of Nevada.

**Hoyt Investigative Group, LLC**

**License # 3029**

**Mark Hoyt, Qualifying Agent**

**Private Investigator**

**Expires: 06/30/2023**

Valid until 06/30/2023 unless suspended, revoked or cancelled in accordance with the provisions in the Nevada Revised Statutes. License is not transferable and is not in lieu of any state, city or county business license, permit or registration.



A handwritten signature in blue ink, appearing to read "K. Ingram".

**Kevin L. Ingram**  
Executive Director

A handwritten signature in blue ink, appearing to read "Tammy A. Nixon".

**Tammy A. Nixon**  
Board Chair

License must be renewed on or before its expiration date.  
Failure to do so will result in late fees or penalties.

# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

Hoyt Investigative Group LLC

Nevada Business Identification # NV20201946706

Expiration Date: 11/30/2023

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

**License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.**



Certificate Number: B202211303192905

You may verify this certificate  
online at <http://www.nvsos.gov>

IN WITNESS WHEREOF, I have hereunto set my  
hand and affixed the Great Seal of State, at my  
office on 11/30/2022.

*Barbara K. Cegavske*

BARBARA K. CEGAUSKE  
Secretary of State

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

Hoyt Investigative Group, LLC  
DBA Blue Line Transport

Mark M. Hoyt

12-20-22

DATE \_\_\_\_\_

(702) 281-1574

N/A

TELEPHONE NUMBER

FAX NUMBER

5135 Camino Al Norte #201

## North Las Vegas

Nevada

89031

CITY

STATE

ZIP CODE

Bltrans3525@gmail.com

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

CNLV-BUSINESS LICENSE NO: BUS-000232-2022

X A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED

     No X Yes If YES specify      MBE      WBE X DVBE      ESB

☒ No ☐ Yes If YES specify Certifying Agency \_\_\_\_\_ Please attach a copy of your certification.

# BUSINESS LICENSE

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

Mailing Address:

**BLUE LINE TRANSPORT  
1930 VILLAGE CENTER CIR PO BOX #3-863  
LAS VEGAS, NV 89134**

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

License Number: **BUS-000232-2022**      Expiration Date: **03/31/2023**

Type of License: **BUSINESS**

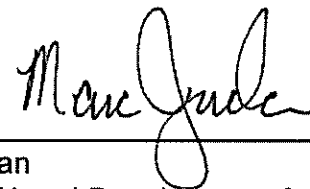
Classification: **DETECTIVE AGENCY**

Business Location: **BLUE LINE TRANSPORT  
5135 CAMINO AL NORTE #201  
NORTH LAS VEGAS, NV 89031**

Owner/Principal(s): **HOYT INVESTIGATIVE GROUP LLC**

**CITY OF  
NORTH LAS VEGAS**

*Your Community of Choice*



Marc Jordan  
Director of Land Development & Community  
Services

This license is not transferable  
POST IN A CONSPICUOUS PLACE

**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.

<b>Block 1 Contracting Entity</b>		<b>Block 2 Description</b>
Name Hoyt Investigative Group, LLC DBA Blue Line Transport		RFP 2022-006 Prisoner Transportation Services
Address 5135 Camino Al Norte #201 North Las Vegas, Nevada 89031		
Telephone (702) 281-1574		
EIN or DUNS 88-1560987		

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

**EXHIBIT "B" (CONTINUED)****FORM B****CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS CERTIFICATE-DISCLOSURE  
OR OWNERSHIP/PRINCIPALS (Continued)****BLOCK 4 DISCLOSURE OF OWNERSHIP AND PRINCIPALS**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Mark Michael Hoyt/Owner	5135 Camino Al Norte #201, NLV, NV 89031	(702) 281-1574
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

12-21-22  
\_\_\_\_\_  
Date

State of Nevada

County of Clark

Subscribed and sworn to before me this 21 day of December, 2022

[Signature]  
Notary Public



SONIA AISPURO  
NOTARY PUBLIC  
STATE OF NEVADA  
My Commission Expires: 05-05-25  
Certificate No: 05-98385-1

EXHIBIT "C"

QUALIFICATIONS AND EXPERIENCE RESPONDENT

Name: MARK M. HOYT BLUE LINE TRANSPORT

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

MARK HOYT IS THE OWNER OF HOYT INVESTIGATIVE GROUP DBA BLUE LINE TRANSPORT. HE HAS BEEN IN BUSINESS FOR APPROXIMATELY ONE YEAR, AND HAS COMPLETED OVER 25 PRISONER TRANSPORTS. MARK RETIRED FROM THE NORTH LAS VEGAS POLICE DEPARTMENT WHERE HE SERVED OVER 22 YEARS. DURING HIS TIME WITH NLVPD, HE SPENT 14 YEARS AS A DETECTIVE IN THE SPECIAL VICTIMS UNIT AND INTERNET CRIMES AGAINST CHILDREN TASK FORCE. MARK BEGAN HIS LAW ENFORCEMENT CAREER AS A CORRECTION

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.

OFFICER WITH LAS VEGAS METROPOLITAN POLICE DEPARTMENT

Example Contract 1:

Company Name: CITY OF NORTH LAS VEGAS / NLVPD  
Company Address: 2250 LAS VEGAS BLVD. NORTH #300, N. LAS VEGAS, NV 891030  
Point of Contact: CAPTAIN ADAM HYDE Phone Number: 702-633-1773  
E-Mail Address: HYDEA@CITYOFNORTHLASVEGAS.COM

Brief Description of Contract Scope:

PRISONER TRANSPORT SERVICES

Term of Contract (Base plus Option Years): 18 MONTHS

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

Base Contract Amount: \$50,000.00 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: NYE COUNTY SHERIFF'S OFFICE  
Company Address: 1520 E. BASIN AVE, PAHRUMP, NV 89060  
Point of Contact: LT. WILLIAM GRAY Phone Number: 775-751-7000  
E-Mail Address: WGRAY@CO.NYE.NV.US

Brief Description of Contract Scope:

PRISONER TRANSPORT SERVICES

Term of Contract (Base plus Option Years): N/A

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: WASHOE COUNTY SHERIFF'S OFFICE  
Company Address: 911 E. PARR BLVD, RENO, NV 89512  
Point of Contact: HEATHER LEE Phone Number: 775-328-3001  
E-Mail Address: HLEE@WASHOECOUNTY.GOV

Brief Description of Contract Scope:

PRISONER TRANSPORT SERVICES

Term of Contract (Base plus Option Years): N/A

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, MARK M. HOYT, 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, MARK HOYT, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this 21 day of DECEMBER, 2022

Signature [Signature]

State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on this 21 day of December, 2022,  
by Mark Hoyt (name of person making statement).

Notary Signature

[Signature]

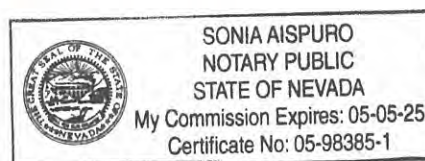


EXHIBIT "E"  
NON-COLLUSION AFFIDAVIT



CITY OF NORTH LAS VEGAS

Non-Collusion Affidavit

State of NEVADA County of CLARK  
MARK M. HOTT being first duly sworn deposes that:

- (1) ~~He~~ She is the OWNER of BLUE LINE TRANSPORT, 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): OWNER  
Title:

Subscribed and sworn to before me this 21 day of December 2022

[Signature]  
Notary Public

My Commission expires: May 5, 2025

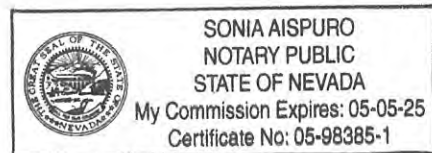


EXHIBIT "F"  
WRITTEN CERTIFICATION



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.

MARK HOYT

Mark Micheal Hoyt

\_\_\_\_\_  
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

\_\_\_\_\_  
LEGAL NAME OF RESPONDENT

12-26-22

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

Owner

\_\_\_\_\_  
TITLE

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



**CITY OF NORTH LAS VEGAS**

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

\*\*\*Please see attached Document\*\*\*



City of North Las Vegas  
Request for Proposal ("RFP")  
RFP 2022-006 Prisoner Transport Services

## Exceptions to North Las Vegas Services or Purchase Agreement: EXHIBIT "G"

As the incumbent provider for the current prisoner/detainee contract, the requirements set by the City of North Las Vegas for an insurance policy were met when Blue Line Transport (hereinafter referred to as BLT) started conducting prisoner/detainee transports under Hoyt Investigative Group, LLC dba Blue Line Transport. The original COI shows Commercial General liability insurance for each occurrence at \$1,000,000.00 with a \$2,000,000.00 general aggregate, \$1,000,000.00 for personal and ADV injury and \$1,000,000.00 for Products-Comp/OP AGG. The COI also shows a \$1,000,000.00 minimum for Hired/Non owned autos.

Under the new proposal, the minimum requirements increase from current insurance requirements to what is stated in the 2022-006 RFP. After contacting my insurance company, the annual premium will go from \$3,500.00 to \$12,000.00. This is a significant increase and would greatly affect BLT's ability to do business. Additionally, this would require about 15 transports from the City of North Las Vegas to meet the annual requirements. This year, BLT has conducted 17 transports for the City of North Las Vegas. Six of these transports were from one homicide investigation, which is an anomaly.

BLT completed a comprehensive search for a liability insurance company. Most insurance companies do not insure for prisoner/detainee transports due to previous lawsuits by prisoners/detainees for inhumane treatment when traveling in a van for extended periods of time. BLT's current insurance company, The Campbell Group, agreed to insure the business after learning the details of our standard operating procedures (SOP).

BLT has conducted several transports this year with no complaints or civil lawsuits filed against any BLT agents or the company. BLT has SOPs in place to limit the risks of lawsuits, including the ability to video record in rented vehicles. BLT agents have impeccable and professional backgrounds and treat each prisoner/detainee with respect, and in the most humane conditions. BLT only uses the most reliable and fastest means of travel to transport prisoners/detainees to the City of North Las Vegas.

BLT respectfully requests an exception to the 2022-006 RFP to maintain our current liability insurance coverage and not what is listed in this RFP.

# **BUSINESS LICENSE**

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

Mailing Address:

**BLUE LINE TRANSPORT  
1930 VILLAGE CENTER CIR PO BOX #3-863  
LAS VEGAS, NV 89134**

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

---

License Number: **BUS-000232-2022**      Expiration Date: **03/31/2024**


Type of License: **BUSINESS**

Classification: **DETECTIVE AGENCY**

Business Location: **BLUE LINE TRANSPORT  
5135 CAMINO AL NORTE #201  
NORTH LAS VEGAS, NV 89031**

Owner/Principal(s): **HOYT INVESTIGATIVE GROUP LLC**

**CITY OF  
NORTH LAS VEGAS**

  
\_\_\_\_\_  
Alfredo Melesio

Director of Land Development & Community  
Services

This license is not transferable  
POST IN A CONSPICUOUS PLACE

**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, MARK M. HOYT, 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, MARK HOYT, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this 21 day of DECEMBER, 2022

Signature [Signature]

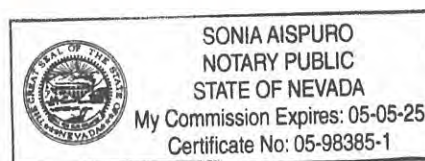
State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on this 21 day of December, 2022,  
by Mark Hoyt (name of person making statement).

Notary Signature

[Signature]





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2023

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> The Campbell Group 4808 Broadmoor Ave SE Kentwood MI 49512		<b>CONTACT NAME:</b> Program Security <b>PHONE (A/C, No, Ext):</b> 616-265-1548 <b>E-MAIL ADDRESS:</b> security@thecampbellgrp.com <b>FAX (A/C, No):</b> 800-847-3129		
<b>INSURED</b> Hoyt Investigative Group DBA Blue Line Transport 1930 Village Center Circle #3-863 Las Vegas NV 89134		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Conifer Insurance Company		29734
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

**COVERAGES****CERTIFICATE NUMBER:** 1961190085**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 type="checkbox"/> OTHER:	Y		CICP027065	4/28/2023	4/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 PROFESSIONAL E&O \$ Included
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CICP027065	4/28/2023	4/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of North Las Vegas is an additional insured for General Liability when required by written contract or agreement.

**CERTIFICATE HOLDER****CANCELLATION**

City of North Las Vegas  
2250 Las Vegas Blvd N  
North Las Vegas NV 89030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
Any Person or Organization for whom the insured is required by a valid Written Contract.	Any Person or Organization for whom the insured is required by a valid Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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(s) at the location(s) designated above.

B. 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:

1. 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
2. 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.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

Any Person or Organization for whom the insured, prior to a claim, occurrence or incident for which the insured could reasonably expect a claim or occurrence to arise, was required via written agreement or contractual obligation, to waive such rights.

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.