

## **COGNITIVE BEHAVIORAL THERAPY AND POST RELEASE CASE MANAGEMENT SERVICES AGREEMENT**

This Cognitive Behavioral Therapy and Post Release Case Management 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 2D Chance Inc., a Nevada nonprofit corporation (“Provider”).

### **WITNESSETH:**

WHEREAS, the City requires Cognitive Behavioral Therapy and post release case management, as more particularly described in the Cognitive Behavioral Therapy and Post Release Case Management Request for Proposal RFP 2023-001 (“RFP”) attached hereto as Exhibit A (“Services”); and

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

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

### **SECTION ONE SCOPE OF SERVICES**

1.1. Provider shall perform the Services in accordance with the RFP terms, incorporated herein and attached as Exhibit A, Services Provider’s response to the RFP dated February 15, 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**

This Agreement shall commence on the Effective Date and will continue until September 30, 2025 (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

### SECTION THREE COMPENSATION

Provider will provide the Services at the rate specified in Exhibit B, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is Forty-Four Thousand, Eight Hundred Ninety-Seven Dollars and 00/100 (\$44,897.00) for the period ending September 30, 2023, Seventy-Five Thousand, Five Hundred Fifty-Four Dollars and 00/100 (\$75,554.00) for the period ending September 30, 2024, and Seventy-Four Thousand, Nine Hundred Sixty-Four Dollars and 00/100 (\$74,964.00) for the period ending September 30, 2025 as specified in Schedule A below. The total not to exceed amount of this Agreement is One Hundred Ninety-Five Thousand, Four Hundred Fifteen Dollars and 00/100 (\$195,415.00).

Schedule A	
Contract Year:	Amount:
Effective Date – September 30, 2023	\$ 44,897.00
October 1, 2023 – September 30, 2024	\$ 75,554.00
October 1, 2024- September 30, 2025	\$ 74,964.00
<b>TOTAL:</b>	<b>\$ 195,415.00</b>

### SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

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

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

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

## **SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES**

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

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

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

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

## **SECTION SIX INDEMNIFICATION**

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

## **SECTION SEVEN INDEPENDENT CONTRACTOR**

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

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

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

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

## **SECTION NINE INSURANCE**

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

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$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 \$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

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To Provider: 2D Chance Inc.  
Attention: Roosevelt Daymon  
6600 West Charleston Blvd., Suite 130  
Las Vegas, NV 89146  
Phone: 702-829-6429  
Email: rdaymon@2chance.org

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

## **SECTION ELEVEN SAFETY**

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

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

## **SECTION TWELVE ENTIRE AGREEMENT**

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

## **SECTION THIRTEEN MISCELLANEOUS**

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

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

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

13.4. Controlling Document. To the extent any of the terms or provisions in 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 239.010 and other applicable legal authority, each and every document provided to the City may be a “Public Record” open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys’ fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

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

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

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

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

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

13.19. Attorneys’ Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys’ fees, as determined by the court, including without limitation, fees for the services of the City Attorney’s Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

13.21. 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.

13.22. 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 Provider, in the event Provider 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 Provider, for convenience, if City believes, in its sole discretion that it is in the best interest of the City to do so. Provider 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.

13.23. 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).

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

13.24.1. 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:

13.24.1.1. 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.

13.24.2. 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.

13.24.3. 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.

13.24.4. 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.

13.24.5. 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.

13.24.6. 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.

13.24.7. 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.

13.24.8. 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:

13.24.8.1. 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 Provider is required to verify that none of the Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

13.33.2. By entering into this contract, Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and

Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

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

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

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

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

13.34.1.1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

13.34.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

13.35. 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.

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

13.36. Required Affirmative Steps For Small, Minority, And Women-Owned Firms For Contracts Paid For With Federal Funds. When Federal funds are expended by the City, Provider is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

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

13.37.1.1. Procure or obtain;

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

13.37.1.3. 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).

13.37.1.3.1. 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).

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

13.37.1.3.3. 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.

13.37.2. 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.

### 13.38. Domestic Preferences for Procurements.

13.38.1. 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.

13.38.2. For purposes of this section:

13.38.2.1. "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.

13.38.2.2. "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.

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

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

**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

2D Chance Inc.,  
a Nevada nonprofit corporation

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

By: R.D.  
Name: Rodney Daymon  
Title: Executive Director

Attest:

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

Approved as to form:

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

EXHIBIT A

RFP 2023-001

Please see the attached page(s).

Mayor  
**Pamela A. Goynes-Brown**

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



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

### **Finance Department**

2250 Las Vegas Boulevard, North · Suite #708 · North Las Vegas, Nevada 89030  
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868  
[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

**January 31, 2023**

## **CITY OF NORTH LAS VEGAS REQUEST FOR PROPOSAL ("RFP") RFP 2023-001 Cognitive Behavioral Therapy and Post Release Case Management**

Proposals will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at [www.ngemnva.com](http://www.ngemnva.com) until **February 21, 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# 240-457-9368, Meeting Pin# 732 817 735# on the RFP Due Date.**

An optional Pre-Proposal Meeting will be conducted at **10:00 A.M., local time, February 7, 2023, local time**, via Google Meet conference call, Telephone # 470-268-2523, Meeting Pin# 282 282 796#. The purpose of this meeting is to discuss the Request for Proposal requirements and answer any questions or concerns. Any and all questions asked during the Pre-Proposal meeting must be submitted in writing either via email or submitted in NGEM at the conclusion of the Pre-Proposal Meeting.

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Buyer, at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com). The cut-off time for all questions is **February 14, 2023, at 12:00 p.m.** local time. All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

Proposal documents may be accessed on NGEM or on the City of North Las Vegas (City) Purchasing Web Page (listed above). The City reserves the right to reject any and all Proposals, waive any informality or technicality, or to otherwise accept Proposals deemed in the best interest of the City. Capitalized terms contained in this Request for Proposal are defined in the Definitions section on page 11.

  
Marie Leake  
Procurement Manager

Published Las Vegas Review Journal January 31, 2023



**CITY OF NORTH LAS VEGAS  
REQUEST FOR PROPOSAL ("RFP")  
RFP 2023-001 Cognitive Behavioral Therapy and Post Release Case Management**

**1. PUBLIC RECORDS:**

The RFP documents and all Proposals submitted in response thereto are public records. You are cautioned not to put any material into the Proposal that is proprietary in nature. The City is a public agency under state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records, including this Request for Proposal, are public records which are subject to inspection and copying by any person, unless declared by law to be confidential.

**2. PERFORMANCE OF WORK:**

The successful Respondent shall perform all the work described in this RFP as may be necessary to complete the Contract in a satisfactory and acceptable manner according to the terms set forth herein and in any agreement entered into with the City.

**3. FORM OF CONTRACT:**

Execution of the Contract by all named parties will authorize delivery of goods and/or services obtained under this Request for Proposal.

**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.ngemnva.com](http://www.ngemnva.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 an initial term of three years. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under the Agreement, the City Manager or his designee may extend the Term for up to two (2) additional one year period(s) upon written notice to the Provider.

**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 \$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.

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

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

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

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

**ADDITIONAL INSURED STATUS:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to

the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

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

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

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

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

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

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

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

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

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

**VERIFICATION OF COVERAGE:** Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting

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

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

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

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

**14. INDEMNITY:**

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

**15. PROVISIONS PROVIDED BY LAW:**

Each and every provision and clause required by law to be inserted in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract forthwith shall be physically amended to make such insertion or correction. The Respondent's attention is directed to the fact that all applicable City, County, State and Federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout its duration, and they will be deemed to be included in the Contract the same as though herein written out in full.

**16. ADDENDA INTERPRETATIONS:**

If it becomes necessary to revise any part of this Request for Proposal, a written addendum will be provided publicly. The City is not bound by any oral clarifications changing the scope of work for this project. The addendum must be acknowledged and returned in the Proposal submission.

**17. CANCELLATION OF CONTRACT:**

The City reserves the right to cancel the award or execution of any Contract at any time before the Contract has been approved by the City Council without any liability or claims thereof against the City.

**18. TERMINATION FOR CONVENIENCE:**

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

**19. TAXES:**

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

**20. EXCEPTIONS:**

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

**21. FISCAL FUNDING OUT:**

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

**22. LIMITATION OF FUNDING:**

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

**23. ESCALATION:**

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

**24. AUDIT OF RECORDS:**

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



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

**25. INDEPENDENT CONTRACTOR:**

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

**26. COMPANY PERSONNEL:**

The successful Respondent is solely responsible for the supervision and control of its staff performing work under the Contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement. The successful Respondent will be required to conduct background checks on each employee performing work on City property. Successful Respondent shall be notified during the Contract phase what specific background check requirements apply to the Contract.

**27. KEY PERSONNEL:**

For the City of North Las Vegas:

Joy Yoshida, Buyer. She is responsible for the administration and audit of the Contract and any changes. She can be reached at (702) 633-1745, Monday through Thursday, 6:30 a.m. to 4:00 p.m.

Jurea Williams, Community Services Specialist, Community Correctional Center. She or her designee is responsible for monitoring the project and is responsible for any requested changes by the Respondent. She can be reached at (702) 633-1400 ext. 5747, Monday through Thursday, 7:00 a.m. to 5:00 p.m.

The cutoff time for any questions regarding this Request for Proposal is Tuesday, February 14, 2023 at 12:00 p.m. local time. **Any questions submitted beyond this cutoff time will not be answered.**

**City of North Las Vegas**  
**Request for Proposal (“RFP”)**  
**RFP 2023-001 Cognitive Behavioral Therapy and Post Release Case Management**

**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 2023-001 Cognitive Behavioral Therapy and Post Release Case Management SCOPE OF WORK

1. **Introduction:** The City of North Las Vegas is seeking Proposals from qualified Respondents to provide evidence-bases substance use disorder treatment and recovery support service to 1,260 resident of the North Las Vegas Community Correctional Center with a substance use disorder over three years.

#### SPECIFICATIONS

1. Service Provider will provide Cognitive Behavioral Therapy (CBT) using evidence-based interventions for offenders currently sentenced at North Las Vegas Community Correctional Center (NLVCCC). The CBT curriculum requested for facilitation is Moral Reconciliation Therapy (MRT) and Thinking for Good (T4G). Each course session will have a maximum of 8 offenders participating in CBT and conducted with the option of either virtual or in-person which will be based on the needs of the NLVCCC. The sessions should be offered at least three times a week with a finalized schedule to be agreed upon RFP award.
  2. Toward the end of the offenders' sentence, the service provider will provide offenders with pre-release discharge planning and post-release case management sessions to ensure a continuum of care is in place for each offender. Post-release services and CBT continuation will be the responsibility of the offender and cost should not be included in this bid. These recommendations for continued care will come through active collaboration with the service provider counselors, appropriate correctional center staff and the offenders who have engaged in programming.
  3. The service provider will provide updates on all offenders enrolled in the program during both incarceration periods and post release services. The service provider will work with the appropriate corrections staff to report offenders' progress for tracking purposes in compliance with the COSSAP grant evaluation data.
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.

**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 pricing (30 points)
  - Meets all qualifications of RFP (30 points)
  - Value-added Proposals within the submittal (10 points)

Proposals will be evaluated based on the following:

- Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves.
- Superior prior experience of respondent and its staff.
- Superior quality, efficiency, and fitness of proposed solution for City 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.

**City of North Las Vegas  
Request for Proposal ("RFP")  
RFP 2023-001 Cognitive Behavioral Therapy and Post Release Case Management**

**EXHIBIT "A"  
PROPOSAL SUBMITTAL PAGE**

This Proposal is submitted in response to **RFP 2023-001 Cognitive Behavioral Therapy and Post Rerelease Case Management** 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.

<b>Block 1 Contracting Entity</b>		<b>Block 2 Description</b>
<b>Name</b>		<b>RFP 2023-001 Cognitive Behavioral Therapy and Post Release Case Management</b>
<b>Address</b>		
<b>Telephone</b>		
<b>EIN or DUNS</b>		

<b>BLOCK 3</b>	<b>TYPE OF BUSINESS</b>
<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(4)**

Pursuant to NRS 332.065(4), 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 Service Agreement.



## COGNITIVE BEHAVIORAL THERAPY AND POST RELEASE CASE MANAGEMENT SERVICES AGREEMENT

This Cognitive Behavioral Therapy and Post Release Case Management 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 Cognitive Behavioral Therapy and post release case management, as more particularly described in the Cognitive Behavioral Therapy and Post Release Case Management Request for Proposal RFP 2023-001 (“RFP”) attached hereto as Exhibit A (“Services”); and

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

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

### **SECTION ONE SCOPE OF SERVICES**

1.1. Provider shall perform the Services in accordance with the RFP 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**

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 may extend the Term for up to two (2) additional one year period(s) upon written notice to the Provider.

### **SECTION THREE COMPENSATION**

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

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

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

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

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

### **SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES**

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

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

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

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

## **SECTION SIX INDEMNIFICATION**

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

## **SECTION SEVEN INDEPENDENT CONTRACTOR**

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

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

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

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

## **SECTION NINE INSURANCE**

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

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$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 \$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. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit 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 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.



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

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

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

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

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

13.19. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

13.21. 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.

13.22. 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 Provider, in the event Provider 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 Provider, for convenience, if City believes, in its sole discretion that it is in the best interest of the City to do so. Provider 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.

13.23. 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).

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

13.24.1. 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:

13.24.1.1. 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.

13.24.2. 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.

13.24.3. 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.

13.24.4. 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.

13.24.5. 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.

13.24.6. 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.

13.24.7. 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.

13.24.8. 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:

13.24.8.1. 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 Provider is required to verify that none of the Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

13.33.4. This certification is a material representation of fact relied upon by the City. If it is later determined that the Provider did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Provider agrees to comply with the requirements of 2

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this contract. The Provider further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

13.34.1.1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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

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

13.35. 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.

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

13.36. Required Affirmative Steps For Small, Minority, And Women-Owned Firms For Contracts Paid For With Federal Funds. When Federal funds are expended by the City, Provider is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

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

13.37.1.1. Procure or obtain;

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

13.37.1.3. 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).

13.37.1.3.1. 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).

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

13.37.1.3.3. 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.

13.37.2. 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.

#### 13.38. Domestic Preferences for Procurements.

13.38.1. 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.

13.38.2. For purposes of this section:

13.38.2.1. “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.

13.38.2.2. “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.

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

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

**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 2023-001

Please see the attached page(s).

EXHIBIT B

Services Provider's Response to RFP

Please see attached page(s).

Mayor  
**Pamela A. Goynes-Brown**

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



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

**Finance Department**

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

**February 14, 2023**

**CITY OF NORTH LAS VEGAS  
REQUEST FOR PROPOSAL ("RFP")  
RFP 2023-001 Cognitive Behavioral Therapy and Post Release Case Management  
Addendum #1**

The deadline for questions for this proposal was 12:00 p.m., February 14, 2023.

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

**Question 1. I am reviewing the RFP for CBT and would like to know if this service is required to be in person or if you would allow it to be performed via video?**

*Answer: Yes*

**Question 2. The one question we had was regarding any potential need for individual therapy in the jail. If needed, is there physical space available and/or availability of technology for telehealth?**

*Answer: All individual therapy will be provided post release by provider.*

**Question 3. What is the amount of funding that has been allocated for the RFP?**

*Answer: Year #1 \$49,897 ends September 30, 2023; Year #2 \$80,554.16 ends September 30, 2024; Year #3 \$79,964.79 ends September 30, 2025.*

**Question 4. What is the estimated number of inmates to be served per year?**

*Answer: Estimated 420*

**Question 5. Can you please share a list of the attendees of the Pre-Proposal Meeting on February 7, 2023 (and the organizations they represented)?**

*Answer: See below*

**Question 6. Can you please provide a list of the questions and answers that were offered during the Pre-Proposal Meeting on February 7, 2023?**

*Answer: All questions were requested to be submitted in writing.*

**Question 7. Moral Reconation Therapy and Thinking for Good are the curricula the Provider must use to fulfill the Scope of Work, correct?**

*Answer: Yes*

**Question 8. What is the estimated contract start date?**

*Answer: May 2023*

**Question 9. How much time is estimated between the selection of the Provider and the start of services?**

*Answer: Generally 60 days.*

**Question 10. What is the average length of time an inmate will be able to receive CBT treatment services (within the correctional center) by the Provider prior to their release?**

*Answer: Minimum of 10 days.*

**Question 11. If it is accurate that some inmates will continue to receive CBT curricula/treatment post-release in a community-based setting, will all participants be required to complete MRT and T4G?**

*Answer: No*

**Question 12. What are the performance measures or outcomes that the selected Provider will be required to report on?**

*Answer: This information will be provided to the awarded provider.*

**Question 13. Section 5 of the Proposal Format instructs the respondent to provide a cost proposal. What specific information and format must the applicant provide to submit a complete cost proposal?**

*Answer: Cost Proposal format is at provider's discretion. Proposal must include all applicable fees.*

**Question 14. The Evaluation Factors note that “Value-Added” elements of the proposal may have a value of up to 10 points. Can you elaborate on any value-added elements you desire?**

*Answer: No. This is for the provider to offer alternatives.*

**Question 15. The RFP requests that the applicant provide a “timetable” with their proposal. Can you explain what a complete timetable must include?**

*Answer: Once provider receives fully executed contract we would like to know how long it will take provider to start.*

**Question 16. Exhibit A: Proposal Submittal Page, requests a CNLV Business License number and to attach a copy of the license. The RFP reads that: Upon award, the successful Respondent will be required to obtain a North Las Vegas Business License. May an applicant apply without currently having a CNLV Business License.**

*Answer: Yes*

**Question 17. Within NGEM, under the tab titled: Response Attachments, it notes that Exhibits A-F must be submitted. The RFP appears to have two (2) Exhibit A’s and two (2) Exhibit B’s. Can you please explain the purpose of Exhibit A on page 44 of the RFP and Exhibit B on page 45 of the RFP?**

*Answer: Page #44 & Page #45 are a part of the example contract. You must submit Exhibit A page #17 and Exhibit B page #18. All Exhibits to be submitted are page #'s 17-25*

**Question 18. Where within NGEM does the applicant upload their narrative response/proposal to the RFP (under what Tab/section)?**

*Answer: Response Attachments*

**Question 19. Within NGEM, under the tab titled: Response Submission, what should be included (if anything) in the Supplier Note to Buyer field?**

*Answer: N/A*

**Question 20. Since submitted questions will be answered after February 14, 2023, can the proposal due date of February 21, 2023, be extended to provide respondents with time to review the questions and answers posted in NGEM via addendum?**

*Answer: No.*

**Question 21. Should the cost proposal represent a 12-month budget, a price per year (e.g., YR1, YR2, YR3), or a total price for a 36-month period? Also, is a line-item budget desired or simply a written explanation of costs.**

*Answer: Cost Proposal should be broken out per year for a 12-month budget, except for year #1. Cost proposals should be detailed with line items budget.*

**Question 22. Suppose we are a non-profit organization with employees of our own, and we have our own worker's compensation for our employees. Do we need to complete the EXHIBIT D AFFIDAVIT OF REJECTION OF WORKER'S COMPENSATION form?**

*Answer: No. If you are the awarded vendor you will be required to produce evidence of your worker's compensation for your employees.*



---

Marie Leake  
Procurement Manager



**City of North Las Vegas**  
**RFP 2023-001 Cognitive Behavioral Therapy and**  
**Post Release Case Management**

Optional Pre-Proposal Meeting held on February 7, 2023 at 10:00 a.m.  
via Google Meet conference call Conference Call Attendees

**City of North Las Vegas**

Marie Leake, Procurement Manager  
Renee Baker, Director of Community Corrections  
Jurea Williams, Community Services Specialist  
Christopher Tate, Corrections Captain

**Vendors**

FirstMed Health + Wellness  
Kuturah Manuel  
Clinical Project Manager  
kmanuel@fmhwc.org  
702-731-0909  
702-445-7489 (Direct Line)

FirstMed Health + Wellness  
Tabitha Johnson, LMFT, LCADC  
Tjohnson@fmhwc.org  
Direct Line: 702-731-0909  
8936 Spanish Ridge ave  
Las Vegas, NV 89148

EXHIBIT B

Services Provider's Response to RFP

Please see attached page(s).



## **RFP 2023-001 Addendum 1**

### **2D Chance Inc.**

### **Supplier Response**

#### **Event Information**

Number: RFP 2023-001 Addendum 1  
Title: Cognitive Behavioral Therapy and Post Release Case Management  
Type: Request for Proposal  
Issue Date: 1/31/2023  
Deadline: 2/21/2023 01:00 PM (PT)  
Notes:  
The City of North Las Vegas is seeking Proposals from qualified Respondents to provide evidence-bases substance use disorder treatment and recovery support service to 1,260 resident of the North Las Vegas Community Correctional Center with a substance use disorder over three years.

#### **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

## 2D Chance Inc. Information

Contact: Roosevelt Daymon  
Address: 6600 West Charleston Blvd  
Suite 130  
Las Vegas, NV 89146  
Phone: (702) 829-6429  
Fax: (702) 208-2090  
Email: rdaymon@2chance.org  
Web Address: www.2Chance.Org

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

Roosevelt Daymon

*Signature*

*Submitted at 2/15/2023 01:46:19 PM (PT)*

rdaymon@2chance.org

*Email*

## Supplier Note

Please find submitted 2D Chance Inc.'s revised NLV Proposal, changes have been made after reviewing the February 14, 2023 Addendum.

## Requested Attachments

### Required Documents

NLV Proposal Exhibits.pdf

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

### Required Documents

Exhibit G.pdf

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

## Response Attachments

### NLV CCC Proposal Final Submission 15 February 2023 v9.pdf

Revised 2D Chance Inc. NLV Proposal. Revised Proposal includes changes made after reviewing the 14 February addendum.

## Bid Attributes

### 1 Acknowledgment of Addendum #1

I acknowledge receipt of Addendum #1

☒ Acknowledgment of Receipt of Addendum #1 (Acknowledgment of Receipt of Addendum #1)

Submitted by: Roosevelt Daymon  
6600 W. Charleston Blvd, Suite 130  
Las Vegas, NV 89146

Type of Business: Moral Reconciliation Therapy (MRT) and Thinking For  
Good (T4G) - Virtual and In-Person

Title of Proposal: Moral Reconciliation Therapy (MRT), North Las Vegas,  
Community Corrections Center (NLV CCC)


Proposed Amount: \$ 241,166.00

Period of Performance: May 1, 2023 – Sep 30, 2025 (3 Years)

Technical Point of Contact: Regina Coward  
(702) 265-5714 (Cell)  
regina@2Chance.org

Business Point of Contact: Regina Coward  
(702) 265-5714 (Cell)  
regina@2Chance.org

Submitted On: Date: February 15, 2023

Authorizing Official:   
\_\_\_\_\_  
Roosevelt Daymon  
Executive Director

**PRIVILEGED AND CONFIDENTIAL COMMUNICATION:** This proposal includes data that shall not be disclosed outside the named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this proposal, you are hereby notified that any dissemination, distribution or copying of this proposal, and any attachments, is strictly prohibited. If you have received this proposal in error, please immediately notify me at [rdaymon@2Chance.org](mailto:rdaymon@2Chance.org) and permanently delete the original and any copy of any proposal, and any attachments, and any printout thereof.

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## 1.0 ABSTRACT

2D Chance Inc. Inspirational Community Counseling Center (2DCICCC) is a 501c3 Nevada Corporation and Nonprofit established in 2019 to serve as a Transitional Platform and enabler to the Underserved and Disadvantaged (Formerly Incarcerated Persons, Substance Abuse/Addiction, Veterans, Seniors, and Homeless) Communities of Southern Nevada. 2DCICCC collaborates with its network of Mental and Behavioral Health Providers and Social Services Organizations throughout Las Vegas, Clark and Nye Counties, and Southern Nevada to address the growing Mental Health Crisis and reinforce efforts to confront the enormous task of reducing recidivism in the Disadvantaged and Vulnerable Communities. 2DCICCC also **serves as a One-Stop-Shop** for Full Spectrum Medical Services through referrals to partner organizations, resulting in Client Assessments using its Bilingual Behavioral and Mental Health Providers network.

2DCICCC uses a mix of Cognitive-Based and Evidence-Based techniques to confront and combat this issue; however, **our modality at 2DCICCC is the Correctional Counseling Institute's (CCI) Moral Reconciliation Therapy (MRT)**. MRT is proven and effective when used with offender populations. We have a cadre of 33CCI-Trained and Certified Facilitators available to teach **"How To Escape Your Prison" (MRT)** and **"Thinking For Good" (T4G)** Workshops **Virtually or In-Person** to support North Las Vegas Community Corrections Center's (NLVCCC) annual incarcerated population of 1,260 persons. Providing a weekly training cycle of 3 workshops, with sessions lasting approximately 2 hours. Additionally, 2DCICCC has the surge capabilities to tailor workshops or classes and frequency based on NLVCCC needs.

**2DCICCC provides Bilingual, Community Based Aftercare Services**, such as Mental and Behavioral Health Counseling and Therapy using Outpatient (In-Person and Telehealth) Treatment by Licensed Clinical Social Workers (LCSWs), Marriage and Family Therapists (MFTs) and Certified Alcohol and Drug Counselors (CADCs). Additionally, Medicaid Reimbursed Aftercare process will be facilitated and coordinated thru **2DCICCC Case Managers and NLVCCC Discharge Planners to ensure a seamless transition from Incarceration to being Formerly Incarcerated. the Ohio Risk Assessment System (ORAS) Assessments will be shared with 2DCICCC.** Mental and Behavioral Health Counseling and Therapy, Basic Skills Training (BST), Basic Life Skills (BLS), Job Development Training and other Rehabilitative Services will be performed by Medicaid Credentialed Providers.

**The Cornerstone of our success is the Targeted Case Management Program.** The Targeted Case Management Program is Client-Focused, begins during Intake, and finishes one year after release. The Case Manager is instrumental in the Client meeting their intermediate and Long-Term Goals and achieving their Mental and Medical health. In addition, we offer a comprehensive portfolio of Job Development Services to the offender population, including a Pathway to Work; this program encompasses Basic Life Skills (BLS), Job Development Training, and Basic Job Placement with one of our Partners.

## **2.0 BACKGROUND, OBJECTIVE, AND PROFESSIONAL APPROACH**

### **2.1 Background**

2D Chance Inc. Inspirational Community Counseling Center (2DCICCC) has existed for more than 4 years. Its employees and partner network have been providing Bilingual Behavioral and Mental Health Services and various other programs to the Disadvantaged and Underserved (Formerly Incarcerated Persons, Substance Abuse and Addiction Clients, Veterans, Seniors, and Homeless) Communities for over 80 years. Moral Reconnection Therapy (MRT) is the Modality of Correctional Counseling Institute (CCI) and has been used in America's Prisons for more than 80 years. 2DCICCC collaborates with its network of Mental and Behavioral Health Providers and Social Services Organizations throughout Las Vegas, Clark and Southern Nevada to address the growing Mental Health Crisis and reinforce efforts to confront the enormous task of reducing recidivism in the Disadvantage and Vulnerable Communities. 2DCICCC and its Strategic Partners use Evidence and Cognitive Based techniques, coupled with our Job Development Program (Basic Skills Training (BST), Basic Life Skills (BLS), Job Training, and Employment Placement Program) and Targeted Case Management Services to improve the experience and quality of life for many in our vulnerable communities. Our Peer to Peer and Mentoring Programs concepts have positively impacted and yielded success since their inception in 2019. These type programs have significantly contributed to reductions in recidivism across the United States.

#### **We are;**

Substance Abuse Prevention and Treatment Agency (SAPTA) Certified.

A Henderson Police Department - Corrections Division Special Programs and Services Section -Vendor.

A Division of Child and Family Services (DCFS), Vendor - Contract # 992WC-NV22-10511 (Youth Parole Direct Services Contract # 99SWC - S1737).

An Eighth Judicial District Court, Specialty Courts Division, Family Treatment Drug Court - Pending

### **2.2 Objective**

Provide Cognitive Behavioral Therapy (CBT) using evidence-based interventions for offenders currently residing at North Las Vegas Community Correctional Center (NLVCCC). The CBT curriculum will be facilitated using Moral Reconnection Therapy (MRT) and Thinking for Good (T4G). Each course session will accommodate up to 8 offenders participating in CBT and may be provided virtually or in-person. The presentation method will be based on the needs of the NLVCCC. The sessions will be offered at least three times a week with the finalized schedule to be agreed upon following contract award.

Provide offenders with pre-release discharge planning and post-release case management to ensure a continuum of care is in place for each offender. Post-release services and CBT continuation will be voluntary and at no cost to NLVCCC. Recommendations for continued care will come through collaboration between 2DCICCC counselors and appropriate NLVCCC staff, and the offenders who have engaged in discharge planning.

Provide updates on all offenders enrolled in the program during incarceration and post-release services. 2DCICCC will work with the appropriate NLVCCC staff to report offenders' progress for tracking purposes in compliance with the COSSAP grant evaluation data.



## **2.3 Professional Approach**

### **Behavioral Health Services and Evidence-Based Practices**

#### **Services Provided**

**2D Chance Inc.**

2DCICCC offers a wide array of services that are geared toward restoring a client to their highest level of functioning through client-centered goals and objectives. The Outpatient and Rehabilitative services offered are attainable with measurable, realistic, and timely outcomes that are driven by the development of individualized goals. The services offered are as follows:

#### **Comprehensive Assessment**

A comprehensive, evaluation of a client's history and functioning, combined with clinical judgment, a current ICD diagnosis, and a summary of identified rehabilitative treatment needs. Health and Behavior Assessment is used to identify the psychological, behavioral, emotional, cognitive, and social factors important to the prevention, treatment, or management of physical health needs. The focus of the assessment is not on the mental health needs, but on the biopsychosocial factors important to physical health needs and treatments. The focus of the intervention is to improve the client's health and well-being utilizing cognitive, behavioral, social, and/or psychophysiological procedures designed to ameliorate specific disease-related needs. This type of assessment is conducted on an individual basis, family with the client present or family without the client present.

#### **Individual Therapy**

Psychotherapy is a traditional type of therapy that allows individuals to explore their thoughts and feelings with a trained mental health professional, who is guided by several varied theoretical principles and approaches. Individual Psychotherapy provides clients with a unique opportunity to form a therapeutic relationship that is safe and positive.

#### **Family Therapy**

A mental health treatment service is provided with the means to facilitate positive family interactions among individuals. The goal of family therapy is to help family members improve communication, solve family problems, understand and handle special family situations (i.e., death, serious physical or mental illness, or child and adolescent issues), and create a better functioning home environment. It deals with issues relating to the constructive integration/reintegration of the client into the family with the use of psychoeducation, Dialectical Behavioral Therapy, Cognitive Behavior Therapy, Motivational Interviewing, and solution-focused.

#### **Group Therapy**

Mental Health treatment services utilize the interactions of two (2) – ten (10) individuals. The purpose of group therapy is to help individuals better understand themselves in the context of their relationships so that they can make more informed, healthy, and adaptive choices based on a deeper awareness of their feelings, interpersonal behaviors, and reactions.

#### **Basic Skills Training (BST)**

Services are evidence-based interventions designed to reduce cognitive and behavioral

impairment. BST services provide clients with age and developmentally-appropriate cognitive and behavioral skills. BST services help clients learn constructive cognitive and behavioral skills through positive reinforcement, modeling, operant conditioning, and role-play. In addition, BST services teach clients a variety of life skills. BST services may include the following interventions:

- a) Basic living and self-care skills: Clients learn how to manage their daily lives, clients learn safe and appropriate behaviors;
- b) Social skills: Clients learn how to identify and comprehend the physical, emotional, and interpersonal needs of others clients learn how to interact with others;
- c) Communication skills: Clients learn to communicate their physical, emotional, and interpersonal needs to others. Clients learn how to listen and identify the needs of others;
- d) Parental training: Parental training teaches the Client's parent(s) and legal guardian(s) BST techniques. The objective is to help parents continue the Client's Rehabilitative Mental Health (RMH) care in the home and community-based settings. Parental training must target the restoration of the Client's cognitive and behavioral mental health impairment needs. Parental training must be client-centered;
- e) Organization and time management skills: Clients learn how to manage and prioritize their daily activities; and
- f) Transitional living skills: Clients learn the skills to begin partially and fully independent lives.

### **Psychosocial Rehabilitative Services (PSR)**

Evidenced-based interventions designed to reduce psychosocial dysfunction for example interpersonal cognitive, behavioral development:

- a) Behavior Management
- b) Social Competency
- c) Problem Identification and Resolution
- d) Effective Communication
- e) Moral Reasoning
- f) Identity and Emotional Intimacy
- g) Life Goals
- h) Sense of Humor

### **Neurofeedback**

Also, known as EEG biofeedback or neuropathy, makes use of the brain's capacity for change to reshape brain networks. Neurofeedback teaches the brain to change itself and helps attention, mood, behavior, and cognition. Neurofeedback has a positive goal to reinforce and teach the brain how to be better balanced by feedback through tiny sensors that temporarily stick to the scalp with a small amount of paste.

**Basic Life Skills**

Basic Life Skills (BLS) is comprehensive, dynamic, and developmentally designed to promote mental health, social-emotional (SEL) skills, and positive youth development. In addition to helping young people resist drug, alcohol, and tobacco use, the Base Life Skills program also effectively supports the reduction of violence and other high-risk behaviors. BLS is based on an evidence-based prevention approach that has been extensively tested and proven effective when implemented in conjunction with behavioral and mental health professionals. Cognitive-behavioral skills to enhance self-esteem, decision-making & coping with stress.

Behavioral and Mental Health Providers employ Basic Life skills for adaptive and positive behavior that enable individuals to deal effectively with the demands and challenges of everyday life. Described in this way, skills that can be said to be life skills are innumerable, and the nature and definition of life skills are likely to differ across cultures and settings. However, Basic Life skills training helps participants to communicate with the outside world and enjoy a better relationship with family and friends. Computer literacy, for example, is viewed as a life skill because information technology is essential to daily living. Participants use computers to shop online, communicate with friends and coworkers, etc. Basic Life Skills Training Objectives Basic Life skills training equips participants with the social and interpersonal skills that enable them to cope with the demands of everyday life. The objectives of this training are to build self-confidence, encourage critical thinking, foster independence, and help participants to communicate more effectively.

**Confidence**

The primary objective of life skills training that focuses on personal development is to promote confidence and well-being in juvenile offenders. It helps participants become more assertive, communicate effectively with others by developing good listening skills and learn to handle stress and deal with disappointments and setbacks. Such classes help people to explore their beliefs and attitudes through group discussions and confidence-building techniques such as positive visualization. In addition, they encourage people to play to their strengths by engaging in creative activities and following a healthy lifestyle.

**Independence**

Life skills enable people to be more independent. For example, someone who brushes up on math in an adult numeracy class doesn't have to depend on others to help her manage household accounts or run a business. She might, for example, learn how to do her spreadsheets and fill in tax returns. Likewise, someone who knows to read and write doesn't need to depend on others to perform basic tasks like writing letters or filling in forms.

**Communication**

Life skills training helps people to communicate with the outside world and to enjoy a better relationship with family and friends. Computer literacy, for example, is viewed as a life skill because information technology is essential to daily living. For instance, people use computers to shop online, communicate with friends and coworkers, search for jobs, and complete work-related tasks using computer software like documents and spreadsheets. In addition, parenting classes or classes to help people care for elderly relatives focus on communication skills.

**Healthy Living**

Participants are less likely to be exploited by others if they are physically and emotionally self-reliant. Teenagers, for example, are less likely to be influenced by peer pressure to experiment with drugs. Someone assertive and confident is more likely to enjoy nurturing relationships by being able to express his feelings and negotiate successfully with others. As a result, he is better equipped to make rational decisions that will benefit himself and others.

**Mentoring Program (Peer to Peer)**

The Mentoring Program aims to improve the well-being of the Formerly Incarcerated Person by providing a role model that can support them socially and personally. This purpose can be accomplished through school work, communication, and activities. The Mentor will conduct one-on-one mentoring sessions while providing a model for a healthy, trusting relationship through clear communication and setting appropriate boundaries.

**The Pathway to Work Program (Job Development Training)**

The Pathway to Work Program provides work experience for Formerly Incarcerated Persons by matching them up with entry-level jobs at partner organizations. Participants benefit from a source of income and work experience and gain skills necessary for academic and professional success. The Pathway to Work Program offers a six-week Transition Program. The program aims to prepare Formerly Incarcerated Persons for the work world, explore career interests, and build work-related skills while supplementing income. The program provides pre-employment workshops to enhance readiness for work assignments. Jobs are compensated at the State of Nevada minimum hourly wage. The Pathway to Work has a variety of benefits for both the juvenile offender participants and the communities they serve, including a greater understanding of financial management

- Real-world work experience
- Improved interpersonal communication skills
- Positive adult role models
- Connections for future career opportunities
- Resume building for future jobs or college applications
- Interview practice

**Targeted Case Management (Adult)**

Targeted Case Management entails the accessing, linking, coordinating, and monitoring of services from myriad systems (e.g., mental health, physical health, social, educational, entitlements, vocational rehabilitation) to enable individuals to live, work, and participate fully in their community, thus supporting the principles of Recovery. Instrumental to this coordination is the development of a Culturally Specific Individualized Discharge/Care Plan which reflects the client's strengths and self-identified goals; obtaining individualized services; facilitating linkages to community-based resources; advocating for the client's needs, desires, and rights; and reviewing the progress made (including positive and adverse outcomes). These services are provided in accordance with the specifications in the Medicaid Targeted Case Management Handbook.

An integral part of Targeted Case Management Services, Discharge/Transition Services are arranged or coordinated by the Targeted Case Managers as the client is preparing for discharge and transition from one level of care to another. These services are designed to support the attainment of both provider- and client-defined goals (e.g., stable living arrangement, quality relationships, employment, vocational training or school attendance).

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Targeted Case Management Coordinators may assist with the following:

- During the pre-release process, work with **NLVCCC Discharge Planners** to ensure that the necessary paperwork is completed, follow-up appointments are made, and the necessary supports are in place;
- Work with clients to identify sources of prior and current support (e.g., family, friends, colleagues, previous/past providers);
- Consult with providers concerning treatment modalities that assist clients with reestablishing prior, maintaining current or establishing new community supports and covered services ;
- Identify sources of community support for families (e.g., local Alliance for the Mentally Ill) and facilitate their involvement with these agencies;
- Identify resources to meet other needs, such as transportation, day care, food, clothing, housing, employment benefits, access to medical care; and
- Follow-up in a timely manner with clients and family members to ascertain their current status, make additional referrals if necessary, and ensure that support systems and services are in place and maintained as necessary.

### 3.0 STATEMENT OF WORK

An outline the tasks to be performed, who will perform them, and how they will be managed. Provide approximate time, cost, and other information appropriate to each task. Clearly identify contract deliverables.

#### 3.1 Provider Qualifications

##### 3.1.1 Qualified Behavioral Aid (QBA)

- Must have experience and/or training in providing Rehabilitative Services to clients diagnosed with mental and/or behavioral health disorders.
- Must have completed 16-hour Medicaid Provider Training
- Must have the capability to:
  - Read, write and follow written and oral instructions;
  - Perform RMH services as prescribed on the rehabilitation plan;
  - Identify emergencies and respond accordingly
  - Communicate effectively;
  - Document services provided;
  - Maintain recipient confidentiality.
- Must successfully clear an FBI Criminal Background Check

##### 3.1.2 Qualified Mental Health Associate (QMHA)

- Must possess one of the following:
  - Bachelor's degree from an accredited college or university in human, social services, or a behavioral field with additional understanding of RMH treatment services and case file documentation
  - Associate's degree from an accredited college or university in human, social services, or a behavioral field with additional understanding of RMH treatment services and case file documentation and four years of relevant

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professional experience of providing direct services to individuals with mental health disorders

- o An equivalent combination of education and experience as listed above
- Must have experience and/or training in providing outpatient mental health services to clients diagnosed with mental and/or behavioral health disorders.
- Must have completed 16-hour Medicaid Provider Training
- Education and/or experience must demonstrate the capability to:
  - o Direct and provide professional therapeutic interventions within the scope of practice and expertise.
  - o Identify presenting problem(s)
  - o Participate in treatment plan development and implementation
  - o Coordinate treatment
  - o Provide parenting skills training
  - o Facilitate discharge plans
  - o Effectively provide verbal and written communication on behalf of the recipient to all involved parties
- Must successfully clear an FBI Criminal Background Check

#### **Qualified Mental Health Professional (QMHP)**

- 3.1.3**
- Must possess one of the following:
    - o Doctorate in psychology and license
    - o Bachelor's degree from an accredited college or university in Nursing and Advanced Practitioners of Nursing (APN) in Psychiatry
    - o Independent Nurse Practitioner
    - o Graduate degree in Social Work and Clinical license
    - o Graduate degree in counseling and licensed as a Marriage and Family Therapist or Clinical Professional Counselor
    - o Interns
  - Must have experience and/or training in providing outpatient mental health services to clients diagnosed with mental and/or behavioral health disorders.
  - Must successfully clear an FBI Criminal Background Check

### **3.2 Task Outline**

#### **3.2.1 Task 1 – Moral Reconciliation Therapy (MRT) - Virtually or In-Person**

Provide Cognitive Behavioral Therapy (CBT) using evidence-based interventions for offenders currently residing at North Las Vegas Community Correctional Center (NLVCCC). The CBT curriculum will be facilitated using Moral Reconciliation Therapy (MRT) and Thinking for Good (T4G). Each course session will accommodate up to 8 offenders participating in CBT and may be provided virtually or in-person. The presentation method will be based on the needs of the NLVCCC. The sessions will be offered at least three times a week with the finalized schedule to be agreed upon following contract award.

#### **3.2.2 Task 2 – After Care - Post Release Continuum of Care**

Provide offenders with pre-release discharge planning and post-release case management to ensure a continuum of care is in place for each offender. Post-release services and CBT continuation will be voluntary and at no cost to NLVCCC. Recommendations for continued care will come through collaboration between 2DCICCC counselors and appropriate NLVCCC staff, and the offenders who have engaged in discharge planning.

### 3.2.3 Task 3 – Case Management/COSSAP Reporting

Provide updates on all offenders enrolled in the program during incarceration and post-release services. 2DCICCC will work with the appropriate NLVCCC staff to report offenders' progress for tracking purposes in compliance with the COSSAP grant evaluation data.

### 3.3 Resource, Time, and Cost of Task Activities

**Table 3-1. Summary Table of Resource, Time, and Cost for Task Activities**

	TASKS	CLASSES/WEEKS	(\$) TOTAL COST
(Year 1)	<b>Task 1.</b> Moral Reconation Therapy (MRT) - Virtually or In-Person	(3 x 22)	
		66 Classes	\$44,897
	<b>Task 2.</b> Aftercare - Post Release		
			0.00
	<b>Task 3.</b> Case Management/Reporting		
			0.0 0
	<b>TOTAL COST</b>	156 Classes	\$44,897

	TASKS	CLASSES/WEEKS	(\$) TOTAL COST
(Year 2)	<b>Task 1.</b> Moral Reconation Therapy (MRT) - Virtually or In-Person	(3 x 52)	
		156 Classes	\$75,554
	<b>Task 2.</b> AfterCare - Post Release		
			0.00
	<b>Task 3.</b> Case Management/Reporting		
			0.0 0
	<b>TOTAL COST</b>	156 Classes	\$75,554

	TASKS	CLASSES/WEEKS	(\$) TOTAL COST
(Year 3)	<b>Task 1.</b> Moral Reconation Therapy (MRT) - Virtually or In-Person	(3 x 52)	
		156 Classes	\$74,964
	<b>Task 2.</b> AfterCare - Post Release		
			0.00
	<b>Task 3.</b> Case Management/Reporting		
			0.0 0
	<b>TOTAL COST</b>	156 Classes	\$74,964
	<b>TOTAL COST</b>		\$195,415

### 3.4 Schedule

Provide a program milestone chart that includes a detailed list of tasks and subtasks and their duration. Clearly identify contract deliverables.

#### **Figure 1. Milestone Chart**

There is no Milestone Chart attached.

There are no Milestones associated with this Proposal.

Start Date is TBD.



## 4.0 KEY PERSONNEL

The name and a brief (no more than 1/2 page) biography of the key personnel who will be participating in the effort.

### 4.1 Roosevelt Daymon

**Roosevelt Daymon** holds a Bachelor, Aeronautical Sciences from Embry-Riddle Aeronautical University (ERAU), a Master's of Science, Logistics Management, and a Masters of Business Administration (MBA) from Florida Institute of Technology (FIT). A Decorated and Retired US Army Combat and Disabled Veteran. He currently serves as Executive Director, 2D Chance Inc. Inspirational Community Counseling Center (2DCICCC). 2DCICCC is a Nevada 501c3 NonProfit with the primary focus of serving as a Transitional Platform for (Offenders and Non-Offenders), Formerly Incarcerated Persons, as well as the Domestic Violence, and Addiction/Substance Use Disorder populations. Mr. Daymon is a Correctional Counseling Institute's (CCI), Moral Reconciliation Therapy (MRT) certified Facilitator.

His previous position was that of Chairman of the Board and Chief Executive Officer (CEO), Silver State Health Services, a Federally Qualified Health Center (FQHC) for 5 years. The FQHC was chartered in 2017 to provide full-spectrum medical services to Disadvantaged, Veterans, the Homeless, Seniors, and the Underserved Communities of Las Vegas and Southern Nevada. As Chairman and Chief Executive, he led successful expansion efforts to open Access Points in Pahrump and Nye County. Mr. Daymon was instrumental in Silver State Health Services serving as the Medical Services Provider to The Las Vegas Courtyard for the Homeless.

Managed and oversaw an operating budget of \$6 million, a reimbursable budget of approximately \$10 million, and a specialized team of sixty (60) medical, mental and behavioral health professionals, geographically separated and distributed over 4 medical facilities.

### 4.2 Regina Coward

**Regina Coward** serves as Chief Operating Officer (COO), 2D Chance Inc. Inspirational Community Counseling Center (2DCICCC). A Nevada 501c3 NonProfit with the primary focus of serving as a Transitional Platform for (Offenders and Non-Offenders), Formerly Incarcerated Persons, as well as the Domestic Violence, and Addiction/Substance Use Disorder populations. Mrs. Coward is a Decorated, Retired Police Officer, Las Vegas Metropolitan Police Department (LVMPD). She began her Law Enforcement career as a Corrections Officer and spent her last 10 years as a Drug Abuse Resistance Education (DARE) Officer and Community Outreach Officer assigned to the Bolden Area Command, LVMPD.

**She currently facilitates 3 weekly Moral Reconciliation Therapy (MRT) group sessions for incarcerated populations at Clark County Detention Center (CCDC).**

Mrs. Coward is a Correctional Counseling Institute's (CCI), Moral Reconciliation Therapy (MRT) certified Facilitator. Her previous position was that of Business Development Manager, Community Outreach, Silver State Health Services, and a Federally Qualified Health Center (FQHC). An FQHC chartered in 2017 to provide full-spectrum medical services to Disadvantaged, Veterans, the Homeless, Seniors, and Underserved Communities

of Las Vegas and Southern Nevada. Mrs. Coward served as Silver State Health Services Operations Manager for Medical Services at The Las Vegas Courtyard for the Homeless.

#### **4.3 Riley Kline**

**Riley Kline** currently serves as a Clinical Director, a Licensed Clinical Social Worker (LCSW) with more than 30 years of experience in the field of social work. Mr. Kline has extensive knowledge and experience providing individual, group, and family therapy. He has specialized training in the areas of Trauma-Focused Cognitive Behavior Training, Rapid Risk Assessment for Sexual Assault Offenders (RRASOR), Batterer's Treatment, Domestic Violence Victim Training, and Lethality issues as it relates to Domestic Violence, Crisis Prevention Intervention, and Preventive Intervention Techniques and Brief Solution Conflict Resolution training. Mr. Kline is also certified in administering the Child and Adolescent Service Intensity Instrument (CASII) and has Low Energy Neurofeedback System (LENS) Certification also known as EEG Neurofeedback Certification.

Mr. Kline is an approved Supervisor for the Social Workers Board of Examiners, an approved Program Supervisor for the State of Nevada Attorney General's Office, Committee on Domestic Violence, and an approved Facilitator for Batterer's Treatment. Additionally, he has provided testimony in Immigration and Family Courts.

#### **4.4 Terry Knox**

**Terry T. Knox**, MSW, earned a Bachelor of Arts in social work and a Master of Social Work degree from the University of Nevada, Las Vegas (UNLV). He holds a doctorate in Public Policy at UNLV. Mr. Knox is a decorated United States Navy combat veteran with comprehensive knowledge and experience in social justice and the systems impacting marginalized Disabled Veterans and Challenged Youth in society. He volunteers most of his free time delivering food to our vulnerable community members through the Nevada Homeless Alliance Food Ally Friday program.

**He currently facilitates 3 weekly Moral Reconciliation Therapy (MRT) group sessions for Veteran and Non-Veteran incarcerated populations at Clark County Detention Center (CCDC). These group sessions include, but are not limited to How to Escape Your Prison, Thinking for Good (T4G), Coping with Anger, Battling Shadows, and Staying Quit.**

Terry has worked as the Youth Program Director for Vision Theatrical Foundation (501c3) for over 12 years. He provides intensive supervision and direction to emotionally and behaviorally challenged youth in Clark County Juvenile Detention facilities and the Clark County School District. Terry is a compassionate and motivated social worker with comprehensive expertise and practice in social equity and the systems impacting marginalized youth in society.

He is also the Legislative Policy Liaison appointed by the UNLV Rebel Veterans Department to communicate with legislators on issues associated with Veteran affairs. Terry is also related to other involvement groups at UNLV, such as Black Lives Matter, Phi Alpha Delta (Social Work), the University of Nevada Las Vegas Chapter of the National Association for the Advancement of Colored People, and Service-Learning Initiative for Community Engagement in Sociology (SLICES).

## **5.0 OTHER REQUESTED SUPPORT**

The rationale for any requested support of your facilities, equipment, or materials, including any required Government-furnished property.

No additional support is requested.

Funding has been identified in the consolidated budget to address the purchase of course materials and text.

- Program Materials::
  - (1) How to Escape Your Prison: English and Spanish versions
  - (2) Thinking For Good: English and Spanish versions
- Year 1, 2 and 3: 210 copies of each Workbooks, each year - English and Spanish versions

## 6.0 FACILITIES

A description of general and special facilities available for performing the proposed work (if applicable).

The 2D Chance Inc. (**primary location**) for services will be **6600 West Charleston Blvd, Suite 130, Las Vegas, NV 89146**. The suite is centrally located in a Medical and Services Complex. The suite has two (2) independent therapist offices, a twelve (12) place conference room table, and seating arrangement, to be used for Telehealth and Group Sessions. The 2 business offices are used for management and operations, as well as all record-keeping and client file storage.

The Smart Choices (**second location**) is located at **900 South Valley View Blvd, Suite 195, Las Vegas, NV 89107**. The suite is located in a strip mall and is centrally situated on the South West edge (Cross Streets are Charleston and Valley View, across from the Water District). Comprehensive Assessments and Referrals are made from this location. This suite will also serve as an alternate Counseling space as well as an alternate Classroom or platform instruction location.

The Fuente de Vida Mental Health Services (**third location**) is located at **2500 Chandler Ave. Suite 3, Las Vegas, NV 89120**. The suite is located to the East of Reid International in a strip mall and is centrally situated on the South West edge (Cross Streets are Eastern and Sunset). Comprehensive Assessments and Referrals are made from this location. This suite will also serve as an alternate Counseling space as well as an alternate Classroom or platform instruction location.

## **7.0 CURRICULUM VITAE OR RÉSUMÉS**

Required if the task is for a Subject Matter Expert (SME), scientist, or other consultant.

# **ROOSEVELT DAYMON, JR.**

(SSN: XXX-XX-0908)

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## **PRINCIPAL PROGRAM, OPERATIONS & EXECUTIVE MANAGEMENT PROFILE**

### ***Logistics Management/Supply Chain/Operations/Distribution/Financial & HR Functions***

- ❑ **Accomplished logistics executive** with 30+ years of experience and consistent track record of exceeding quality, efficiency, and profit goals across several functional areas, including Early Entry Operations, Expeditionary Logistics, Country Management, Contract Management, Distribution (Aviation, Truck and Ship), Supply Chain, Facility Management, Human Resources, and Finance. MS in Logistics Management and MBA.
- ❑ **Solid team builder and leader** with the ability to train, mentor, and guide large, cross-functional, and multinational teams through the most challenging projects and initiatives in U.S. and global locations (e.g., Iraq, Korea). Motivational leader and effective communicator who prepares team fully for mission-critical assignments.
- ❑ **Expert strategist and tactician** with chronicle of success in developing plans, programs, and activities that produce impressive, quantifiable results, including a \$12 million+ cost savings through facilities consolidation, a 75% rise in training program enrollment, a 99.5% fill rate, and a near-\$10 million distribution cost avoidance.
- ❑ **US Army - Active-Duty Officer – 1980 to 1992: US Army - Reserve Officer – 1992 to 2010**
- ❑ **US Government Civil Service 1992 to 2009**

### **Core Knowledge & Skill Areas**

- |                                    |                                |                               |
|------------------------------------|--------------------------------|-------------------------------|
| ❑ Materials Requirement Planning   | ❑ Quality Assurance/Six Sigma  | ❑ Maintenance Management      |
| ❑ Global Distribution Methodology  | ❑ Supply Chain Management      | ❑ Team Building & Training    |
| ❑ Expeditionary Logistics          | ❑ Cost Reduction/Avoidance     | ❑ New Program Integration     |
| ❑ Supply and Trans Operations      | ❑ Business Process Integration | ❑ Equipment Provisioning      |
| ❑ Fuel Distribution and Storage    | ❑ Contract Management          | ❑ Senior-Level Advisement     |
| ❑ Multi-Location Program Oversight | ❑ Regulatory Compliance Issues | ❑ Financial/Budget Management |
| ❑ Multinational Team Leadership    | ❑ Just-In-Time (JIT) Logistics | ❑ NGO Liaison and Management  |

## **PROFESSIONAL EXPERIENCE**

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2D Chance Inc. – Las Vegas, NV – Jun 2018 – Present

### **President and CEO**

Provide Executive Management and Clinical Oversight for operations of a Substance Abuse Prevention and Outpatient Treatment Clinic providing Provider 17 or Substance Abuse Prevention and Treatment Agency (SAPTA) services to the Underserved, Disadvantaged, Formerly Incarcerated Persons, Homeless and Vulnerable Communities of Southern Nevada. Manage budgetary and claims associated with Managed Care Organization (MCOs) and Commercial Insurances. Develop operating procedures, budget and provide direct supervision over daily operations of a Transition Facility designated for Formerly Incarcerated Persons as they assimilate back into their communities or society. Supervise and Manage 2 Licensed Clinical Social Workers (LCSWs), 2 Licensed Alcohol and Drug Counselors (LADCs) and 2 Correctional Counseling Institute (CCI) Certified Moral Reconciliation Therapy (MRT) Facilitators.

SILVER STATE HEALTH SERVICES – Las Vegas, NV – May 2015 – Nov 2020

### **President and Chairman of the Board of Directors**

Provide Senior Executive Management and Fiduciary Oversight of a Non-Profit, Federally Qualified Health Center (FQHC), chartered by the Human Resources and Services Administration (HRSA) for operations to provide full spectrum Health Care to the Underserved, Disadvantaged, Veteran, Homeless and Vulnerable Communities of Southern Nevada. Silver State Health Services (SSHS) has a specialize workforce of 100 employees (Medical Professionals) and has a \$3 million grant and operating budget. SSHS operates 2 main locations and 2 remote clinics.

CLARK COUNTY SCHOOL DISTRICT – Las Vegas, NV – Nov 2012 – June 2014

### **Long Term Guest Teacher (High School Math and Science), West Preparatory Academy, Las Vegas, NV**

Long Term Guest Teacher responsible for personnel management and supervision of approximately 250 High School students. Prepared and presented Math (Algebra, Geometry and Calculus) Lesson Plans, Program Text and conducts Classroom Management techniques in accordance with the National Educational Core Curriculum, Springboard Educational Program, Nevada High School Proficiency Program and Clark County School District.

PEGASUS INTERNATIONAL LOGISTICS AND CONSULTING GROUP – Dubai, UAE – Feb 2011 – Nov 2012

**Managing Director/Principal Program Manager, Middle East and Africa – Iraq, Afghanistan and Somalia**

Principal Program Manager responsible for the executive management and oversight of Pegasus International Logistics and Consulting Group employees, equipment, contracts and subcontracts operating in support of US Military Forces, Governments of Iraq, Afghanistan, Somalia and United Arab Emirates. Primarily focused on the strategic direction and business development of Pegasus International with a specific emphasis on conducting entry operations and expeditionary or bridge logistics in emerging regions of the world. Managed relationships, agreements and contracts at the governmental and ministerial level with the governments of Afghanistan, Iraq, Somalia, East and North Africa. **Managed strategic consulting projects** in developing, hostile and conflict countries (East and North Africa).

Developed and managed relationships with Non-Governmental Organizations (NGOs), US Africa Command, US State Department, US AID, United Nations and European Union. Strategically managed airport and Bulk Fuels Storage and Distribution operations in Somalia; Commercial Into-Plane Operations and Bulk Fuel Storage and Airport Operations at Hargeisa and Berbera International Airport, and Fuel Storage and Port Operations at Berbera Port in Northern Somalia (Somaliland), Bulk Fuel Storage and Distribution Operations in Northern Afghanistan. Supervised and managed a specialized and diverse workforce of 25 expatriate and 550 local national and third country national employees, including 8 Country Liaison Officers, 4 Airport Managers and 8 Bulk Fuel Storage Facility Managers and Commercial Into-Plane Managers.

**Chief Liaison Officer** to US Government Agencies, United Nations, European Union, US Military, Provincial and Transitional Federal Government (TFG) of Somalia, Government of Somaliland, Government of Iraq Ministries (Oil and Defense) and Afghan Provincial Governments and Ministries (Labor and Social Affairs, Foreign Affairs and Defense), US State Department/US AID Provincial Reconstruction Team (PRT) leaders.

*Key Contributions & Accomplishments:*

- **Developed organizational structure, expeditionary logistics policies/procedures.**
- **Successfully managed Business Development Campaigns leading to the award of 3 major contracts.**

SKA AIR & LOGISTICS, FUELS DEPARTMENT – Dubai, UAE – Jan 2010 – Feb 2011

**Director of Logistics (Aviation Opns and Fuels), Gulf Region and Africa – Iraq, Afghanistan and Africa**

Senior Manager/Director, Fuels Department responsible for the management and oversight of all SKA Air & Logistics Fuel, Oil and Gas contracts with US Military, Governments of Iraq, Afghanistan, Pakistan, Somalia and United Arab Emirates. Primarily responsible for Regional Business Development and Fuels Operations throughout the Middle East, Gulf region and Africa, with a specific interest in US Government and US Military Operations. Managed contract performance for 8 major US Military and US Government contracts in Afghanistan, Iraq, Somalia and the East Africa region including DLA-Energy and North Atlantic Treaty Organization (NATO), US Africa Command, US State Department, US AID with inventories of 900 Mil USGs and valued at \$1.2 Bil. Managed and supervised airport and Bulk Fuels Storage and Distribution operations in Iraq (Baghdad, Erbil, Basra, Najaf and Mosul International Airports); Commercial Into-Plane Operations and Bulk Fuel Storage and Airport Operations at Mogadishu International Airport, and Fuel Storage and Port Operations at Mogadishu Port in Somalia; Airport Operations at Kabul and Kandahar International Airports and Bulk Fuel Storage and Distribution Operations in Northern Afghanistan. Supervised and managed a specialized and diverse workforce of 200 expatriate and local national and third country national employees, including contract specialists, 10 Liaison Officers, 10 Airport Managers and 20 Bulk Fuel Storage Facility Managers and Commercial Into-Plane Managers.

*Key Contributions & Accomplishments:*

- **Developed contracting structure, policies and Standard Operating Procedures** for Theater Fuel and Airport and Air Handling Operations.
- **Developed organizational structure, logistics policies/procedures and Standard Operating Procedures** for newly established Fuels and Logistics Department.
- **Successfully managed Business Development Campaign leading to the award of 8 major contracts with an estimated value of \$1.2 Bil USD.**

KELLOGG, BROWN & ROOT, CORPS LOGISTICS SUPPORT SERVICES – Joint Base Balad-Iraq – Aug 2009 – Jan 2010  
**Deputy Program Manager (DPM)/Senior Logistics Management/Theater Fuels and Facilities Manager**

**Served as the KBR Class III Bulk Petroleum and Petroleum Laboratory operations Program Manager. Provided administrative oversight of all Fuel Storage and Distribution operations in support of US and Coalition Forces in Iraq and Operation Iraqi Freedom. Managed and directed synchronization of a headquarters planning cell and 4 regionally dispersed sub-headquarters teams ensuring an uninterrupted fuel supply to the Iraq Theater of Operations.** Managed 24 Fuel Storage Depots and 14 Retail Fuel Facilities with a daily on ground storage inventory of 100 million USG and daily distribution volume of more than 50 million USG to geographically dispersed Contingency Operating Bases, Forward Operating Bases and Strategic Airfields throughout Iraq. **Liaison to US Forces-Iraq J4, DLA Energy, Army Petroleum Center and the Standing Expeditionary Support Command.** Supervise multinational staff of ~950 Department of Defense Contractors, Subcontract Workers, Foreign National and Local National employees.

KELLOGG, BROWN & ROOT, CORPS LOGISTICS SUPPORT SERVICES – Forward Operating Base, Al Asad, Iraq – **Deputy Program Manager (DPM)/Senior Logistics Management/Site Manager, (B Sites)** - Oct - Dec 2009

**Oversaw all external logistics support functions for 2 division size Forward Operating Bases and approximately 40,000 US Service members, Department of Defense Contractors, Subcontract Workers, Foreign National and Local National employees. B1 and B8 Forward Operating Bases are geographically dispersed over 200 square miles with 5 Contingency Operating Bases and a strategic airfield.** Manage and coordinate logistics activities and allocate resources across 7 divisions (Supply Support Activity, Supply and Maintenance Unit, Joint Distribution Center, Class I Storage Facility, Bulk Fuel Storage Facility, Retail Refueling Point and Airfield Hot Refuel Points), managing \$200 million in property/supplies and monitoring \$100 million inventory and bulk fuel storage. Managing \$12 million operations and maintenance budget; oversee delivery of \$530 million in Retail fuel sales and Bulk Fuels distribution services to US Forces either deployed to or transiting through the B Sites. Supervise multinational staff of ~550 Department of Defense Contractors, Subcontract Workers, Foreign National and Local National employees.

SUPREME GLOBAL SERVICE SOLUTIONS, FUELS TRADING COMPANY – Dubai, UAE – Jan 2009 – Aug 2009

**Program and Contract (Fuels and Facilities) Manager – Middle East Region (Afghanistan, Iraq, Africa)**

Corporate Contract Manager and single point of contact for all matters pertaining to Business Development, Fuels Operations and Contracts in Afghanistan and the Arabian Gulf Region (Kuwait, Qatar and UAE). Managed contract delivery, storage and performance for 5 major contracts in Afghanistan, including Defense Energy Support Center (DESC), International Security Assistance Force (ISAF), United Kingdom, Minister of Defense (UK MOD) and North Atlantic Treaty Organization (NATO) with inventories of 5 Bil Gals and valued at \$50 Bil. Managed all ground and air transportation fuel deliveries from ports of origin into Afghanistan and to all NATO, ISAF and UK MOD Forward Operating Bases (FOBs) within Afghanistan. Supervised a specialized and diverse workforce of 5 Contract Specialists and 4 Liaison Officers. **Serve as Contracting Officer and Liaison Officer** to Defense Energy Support Center – Middle East (DESC-ME) and DESC- Defense Logistics Agency (DESC-DLA) Fort Belvoir for Supreme fuel distribution contracts. Coordinated distribution, storage and supply operations across Afghanistan and its FOBs.

*Key Contributions & Accomplishments:*

- **Developed contracting structure and policies and Standard Operating Procedures** for Theater Fuel Operations.
- **Developed organizational structure, Bulk Fuel and Into-Plane policies/procedures and Standard Operating Procedures** for newly established Fuels Distribution Facilities and Airport Fuel Operations.
- **Successfully managed Business Development Campaign leading to the re-award of 3 major contracts (NATO, ISAF and UK MOD).**

UNITED STATES ARMY, 314<sup>th</sup> COMBAT SUSTAINMENT SUPPORT BATTALION – Las Vegas, NV – Jan 2007 – Jan 2009  
**Executive Officer**

**Principal Advisor to senior management regarding logistics planning and execution, manage \$4.6 million in equipment and inventory. Supervised diverse logistics workforce of ~435 military and civilian employees.** Provide fiscal oversight of \$2.5 million operating budget and \$1 million reimbursable fund. Served as Contracting Officers Representative (COR) and **Billing Official for Blanket Purchase Agreements and Government Purchase Cards (GPC).** Coordinated Disaster Preparedness Operations and logistics activities with Nevada National Guard, Law Enforcement and State Governmental Officials and Agencies when executing the Homeland Defense mission and Disaster Preparedness Drills across Nevada. Serve as liaison and public affairs officer with local authorities and corporate management. Served as Complex/Facility Manager.

- **Successfully Deployed and Redeployed** a medium size logistics organization (~ 435 personnel and 200 vehicles, valued at over \$20 mil) to Iraq in support of Operation Iraqi Freedom.



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UNITED STATES ARMY, INSTALLATION MANAGEMENT AGENCY – Camp Humphreys, Korea – Mar 2003 - Jan 2007  
**Director of Logistics/Supervisory Logistics Management Specialist (GS-0346-14)**

**Oversaw all external/internal logistics support functions for a 10,000 sq ml region with 8 operational areas and 15,000 personnel, developing strategic and contingency plans.** Coordinated activities and allocate resources across 5 divisions, managing \$50 million in properties/supplies and monitoring \$81 million inventory. Managed and provided oversight of a Transportation Motor Pool of approximately 650 Tactical and Non-Tactical Vehicles and 2 Operational and 1 Depot Level Maintenance Facilities. Provided oversight of 12 Small and Medium size Dining Facilities with a feeding population of 28,000 personnel. Managed a Warehouse Storage Complex and Three – 5 Mil USG Bulk Petroleum Storage Facility. Supervised multinational staff of ~650 military and civilian employees. Administered \$52 million operations budget; oversaw delivery of \$12 million in retail sales and Bulk Fuels distribution services to customers. Bulk fuels Contracting Officers Representative.

*Key Contributions & Accomplishments:*

- **Contracting Officers Representative for Three 5 Mil Gal Bulk Storage (Strategic Reserve) Facilities and Six 30,000 gal Retail Fuel Supply and Aviation Refuel Points.**
- **Commended for performance through Meritorious Civilian Service and Incentive Awards, as well as nomination for Installation Management Agency's 2004 Stalwart Award and Order of St. Martin Award.**
- **Recognized for Exemplary Supervision and Oversight resulting in \$12 million+ annual cost savings.**

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**PROFESSIONAL DEVELOPMENT**

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**Master of Business Administration, 2006**

**Master of Science in Logistics Management, 2004**

Florida Institute of Technology, Melbourne, FL

**Bachelor of Science in Professional Aeronautics, 1996**

Embry Riddle Aeronautical University, Daytona Beach, FL

**Selected Professional Training:**

The George Group: Army Performance Improvement Criteria (Malcolm Baldrige) ■ Organizational Self-Assessment Tool ■ Lean Six Sigma (Yellow & Green Belt) ■ Customer Relationship Management ■ Strategic Planning ■ Balance Scorecard Executive Leadership ■ Lean Enterprise Concepts ■ Six Sigma Concepts & Processes

Federal Emergency Management Agency (FEMA): Emergency Program Manager ■ FEMA Logistics ■ National Incident Management Center ■ Military Resources in Emergency Management ■ National Response Framework ■ Incident Command System ■ Single Resources and Initial Action Incidents ■ EOC Management and Operations

Army Logistics Management College: Logistics Management Development ■ Installation Logistics ■ Joint Course on Logistics ■ Multinational Logistics ■ Defense Distribution Management ■ Managing the Civilian Workforce ■ Defense Regional Inter-Service Support Agreements ■ Contracting Officers Representative ■ Performance Work Statement ■ Reserve Component Multifunctional Combat Service Support

Army Management Staff College: Sustaining Base Leadership & Management ■ Organizational Leadership ■ Personnel Management for Executives I ■ Personnel Management for Executives II

Defense Acquisition University: Fundamentals of Systems Acquisition Management ■ Acquisition Logistics Fundamentals ■ Fundamentals of Systems Sustainment Management ■ Intermediate Systems Acquisition Management ■ Intermediate Acquisition Logistics ■ Contingency Contracting ■ Contract Management

University of North Florida: Supply Chain Management ■ Third Party Logistics




US Army Command and General Staff College: Command and General Staff Officers Course ■ Combined Arms Staff Service School

US Army Quartermaster Center and School: Quartermaster Officer Basic Course ■ Quartermaster Officer Advance Course

Correctional Counseling Institute (CCI) and Moral Reconation Therapy (MRT): Certified Moral Reconation Therapy (MRT) Facilitator ■ Trained and Certified to Counsel and Facilitate: Anger Management ■ Codependency ■ Domestic Violence ■ Post Traumatic Stress Disorder ■ Trauma ■ Addition/Substance Abuse ■ Relapse Prevention

**Gulf War Veteran**

\*\* Operation Iraqi Freedom    \*\* Operation Enduring Freedom (Afghanistan)    \*\* Operation New Dawn (Iraq)  
\*\* Senior Army Parachutist Badge    \*\* US Army Ranger Tab    \*\* US Army Special Forces Tab

5037 Alejandro Way e   
North Las Vegas, NV 89031  
702.265.5714   
r4006c@gmail.com 

# REGINA COWARD-HOLMAN



## EXPERIENCE

### Police Officer II | Las Vegas Metropolitan Police Department

NOVEMBER 21, 1990 – APRIL 10, 2018

- Maintain relationships with other departments and outside companies and organizations
- Plan, develop and execute LVMPD events as event lead coordinator
- Handle citizen relations situations
- Handle community relations situations
- Called upon as subject matter expert by LVMPD leadership
- Represent LVMPD as a speaker and instructor internationally
- Represent LVMPD at various southern Nevada community events

### President | National Black Police Association

JUNE 2012 – PRESENT

- Partner with LVMPD and community members to assist in various community events.
- Represent NBPA at various community events
- Represent NVBPA at various national conferences
- Bridge the gap between the police and community
- Educate the public on what to do when stopped by the police



## EDUCATION/TRAINING

- 1984-Bonanza High School-High School Diploma
- 11/21/90 - LVMPD Corrections Academy
- 02/25/1995 - LVMPD Police Academy
- 2011-National Black Police Association-Modeling Effective Leadership
- 2011-National Black Police Association-Working with Mental Health
- 2011-National Black Police Association-Inspiring Leadership
- 2011-National Black Police Association-The Art of Public Speaking
- 2015-National Black Police Association-Conflict Resolution & Police Mediation

- 2015-National Black Police Association-Mental Health and First Aid Training
- 2015-National Black Police Association-Surviving Verbal Conflicts
- 2015-National Black Police Association-Sexual Harassment in the Work Place
- 2015-National Black Police Association-Mental Health Wellness and Stress
- 2017- National Black Police Association-Engaging the Youth
- 2017- National Black Police Association-Stress Management and Wellness
- 2017- National Black Police Association-Dealing with Domestic Violence



## SKILLS

- More than 20 years of experience conducting community outreach and education among the community of southern Nevada
- More than 27.5 years of experience representing LVMPD in southern Nevada
- Proven record of cultivating community partnerships and resources
- Trusted communicator with management and all levels of staff
- Extraordinary verbal and written communication skills
- International speaker
- Excellent at organizing and managing large scale events



## HONORS AND AWARDS

- 2013 - Church Girl Rocks Award
- 2013 - National Black Police Association Western Region Community Service Award
- 2013 - National Black Police Association Willie Smoot Organizational Award
- 2013 - National Black Police Association Western Region's Outstanding Chapter Award
- 2014 - National Black Police Association Western Region's Outstanding Chapter Award
- 2014 - National Black Police Association Jean Clayton Humanitarian Award
- 2014 - Zeta Phi Beta Sorority, Inc. Pi Pi Zeta Chapter Woman of the Year Award
- 2015 - Business and professional Spirit Award
- 2018 - Clark County Commissioner Lawrence Weekly African American Achievement Award



## ACTIVITIES

- Plan, develop and execute Victory Outreach Church events as event lead coordinator
- Conference speaker for Victory Outreach Church
- Bolden Little League Secretary
- Toe Tag Monologue Suicide Prevention Outreach Coordinator
- 2 nd Chance Life Skills teacher
- Diva Dolls Social Club Member
- Las Vegas Jam Dance Instructor
- Babysitting Great Grandkids



## REFERENCES

### **Rita Hall**

Holy Helping Hands  
Los Angeles, CA  
(323) 422-5795  
Ritabbn@gmail.com

### **Reggie Miller**

National Black Police Association Chairman  
320 South RL Thornton Freeway #230  
Dallas, TX 75203  
(615) 414-7354  
nationaloffice@blackpolice.org

### **Dolores Hauck**

Smith Center/ Grant Writer  
361 Symphony Park Ave  
Las Vegas, NV 89106  
(702) 749-2353  
dhauck@thesmithcenter.com

### **Craig Knight**

KCEP Radio / General Manager  
330 W. Washington Ave  
Las Vegas, NV 89106  
(702) 491-9152  
Craig@kcepfm.com

### **Annie Wilson**

Las Vegas Metro Police/Homeless Liaison  
400 N. MLK Blvd  
Las Vegas, NV 89106  
(702)828-2793  
A9278W@LVMPD.COM

### **Captain Robert Plummer Ret.**

Las Vegas Metro Police  
400 N. MLK Blvd  
Las Vegas, NV 89106  
702.715.5572

### **Bernadine Scott**

4964 Killarney Street  
Las Vegas, NV 8912  
(702) 544-5279  
Scottbernadine1@gmail.com

### **UnderSheriff Kevin McMahill Ret**

Las Vegas Metro Police  
400 N. MLK Blvd  
Las Vegas, NV 89106  
K3948M@gmail.COM

### **Pastor Gordy McDonnell**

Friendship Church of God in Christ  
2249 W. Washington Ave  
Las Vegas, NV 89106  
(702) 845-2697  
gjmcdon@aol.com

### **Dewayne McCoy**

Three Square Food Bank  
4190 N. Pecos Rd  
Las Vegas, NV 89115  
(702) 644-3663  
Mswrightmccoy@gmail.com

## **RILEY G KLINE, LCSW**

4369 Cedar Knolls Avenue  
Las Vegas, Nevada 89147  
702-203-6878

### **EDUCATION**

#### **Masters in Social Work**

Florida State University, Tallahassee, FL – 1989

#### **Bachelor of Arts in Social Work**

Grambling State University, Grambling, LA – 1988

Southern Nevada Vocational Technical Center High School – 1984

Las Vegas, NV – Vocational: Telecommunications

**License:** Licensed Clinical Social Worker in the State Nevada- 4896c

### **CERTIFICATIONS & TRAINING**

Licensed Clinical Social Worker in the State Nevada- 4896c

Certification: Member, Academy of Certified Social Workers (former)

**Child Welfare Traineeship which included classes in:** Child Abuse, Substance Abuse, Special Needs Children, Child Protective Services, Social Work with Minority Populations, along with Child Welfare Internship.

Completed Batterer's Treatment Training Program at Safe Nest-30 training hours

Completed Domestic Violence Victim Training at Safe Nest-30 training hours

Certified CAFAS rater

Certified in administering the CASSII

Completed Functional Behavioral Assessment Training

Certified in Crisis Prevention Intervention and Preventive Intervention Techniques

Certified in the Boys town Psycho Educational Model

### **EMPLOYMENT HISTORY**

#### **Smart Choices – Program Supervisor**

Supervise a batterer's intervention program for clients who have been arrested for domestic violence

#### **Private Practice-Therapist**

June 2020- present

Provide individual and family therapy.

#### **United Health Care - Complex Case Manager**

July 2016 – January 2020

Provided intensive clinical case management services to the chronically homeless.

#### **Bilingual Behavioral Services/ Silver State Health Services** – Weekend counseling supervisor

July 2016 - present

Provide clinical supervision to clinicians. Provide individual therapy and complete comprehensive mental health assessments.

Supervised LCSW interns

**Bilingual Behavioral Services - Clinical Director**

February 2011 – July 2016

Provided clinical oversight for an outpatient mental health facility.

**Division of Child and Family Services - Licensed Clinical Social Worker**

September 2005 - January 2011

Provided psychotherapy to adolescents who are seriously emotionally disturbed

Complete DSM-IV diagnosis

Complete psychosocial assessments

**Clark County - Child & Family Interventions Specialist II**

August 2003 - September 2005

Provided in-home therapy to families who are involved with the child welfare system.

**Division of Child & Family Services - Mental Health Counselor II**

July 2001 to August 2003

- Provided clinical case management services to children who are severely emotionally disturbed.
- Completed psycho-social assessments
- Court appearances and testimony
- Provided individual therapy to Severely emotionally disturbed clients

**Safe Nest - Contract Domestic Violence Therapist**

October 2000 – December 2003

- Completed domestic violence assessment
- Facilitated domestic violence classes for court ordered male batterers.
- individual and group therapy to victims of domestic violence
- Provided Facilitated adolescent group for court order adolescent
- Conducted domestic violence intakes

**Monte Vista Hospital - Assessment Specialist**

November 2000 – 2003

Completed crisis assessments for clients suffering from a mental health crisis

**Division of Child and Family Services – Social Worker III**

December 1996 – December 1999

- Provided case management services to a foster care caseload.

**Charter Hospital - Mental Health Counselor**

April 1996 to December 1998

- Served on the mobile crisis team
- Performed crisis assessments
- Provided mental health services to clients on the adult acute unit

**Bennett College - Outreach Services Coordinator**

August 1989 to December 1995

**Responsibilities included:**

- Extensive writing of proposals, assembling and disseminating information for funding and renewals.

- Developed training methodologies and curricula and implemented training schedules.
- Coordinator of the college service-learning program.

#### **Workshops/Conferences Attended (Selected List)**

- National Association of Black Social Workers
- SAMSHA SYSTEM OF CARE CONFERENCE- LITTLE ROCK ARKANSAS
- CHILD WELFARE LEAGUE OF AMERICA MENTAL HEALTH- CONF-NEW ORLEANS
- Council on Social Work Education, Annual Program Meeting
- National Association of Social Workers, Annual Meeting

#### **Workshops attended (Selected List)**

- Battered Immigrant Victim Summit
- Healing Broken Lives/Stopping the Violence and Lethality Issues as it relates to Domestic Violence
- Dueling Demons: Addictions and Domestic Violence
- Post-Traumatic Stress Disorder in Children and Effects of Domestic Violence on Children
- Enhancing Unity- Community Approaches to Domestic Violence
- Assessment and Treatment Plans for Youth with Sexual Behavior Problems
- Cognitive and Social aspects influencing Children's Allegations of Sexual Abuse
- Thinking Critically to Strengthen Families Conflict Resolution Training

#### **Workshops/Conferences – Coordinator**

- North Carolina Regional Conference on Child Abuse, Greensboro, North Carolina
- White House Conference on Aging, Greensboro, North Carolina
- Sky School – A Drug Prevention Tele-conference

#### **LEADERSHIP ROLES**

Member: One on One Advisory Committee, Youth Services Bureau, former  
 Member: Male Responsibility Committee, Family Life Council, former  
 Member: Let's Talk Month Committee, Greensboro Coalition against Adolescence Pregnancy, former  
 Mediator: One Step Further, former  
 Member: National Association of Social Workers, former  
 Alpha Phi Alpha Fraternity, Incorporated,  
 Volunteer: Big Brothers/Big Sisters, former

#### **PROPOSALS DEVELOPED (Selected List)**

Project Safety Net AmeriCorps, Corporation for National Service, Funded

White House Conference on Aging, Administration on Aging (received designation of the conference being recognized as a White House Conference on Aging)

United Negro College Fund/Ford Foundation, Services Learning Project.

Greensboro Community Health Coalition, Office of Minority Health, Approved (Not Funded)

Homeless Families Demonstration Project Housing and Urban Development (Sub-contractor)

Minority Substance Abuse Program, Board of Global Ministries United Methodist Church Funded.

Project “Hope” (Homeless Options through Preventive Education), Call-To-Prayer United Methodist Church Funded

Community Development Grant, City of Greensboro Funded

Health Care Services Project, Harry R. Kendall Fund, United Methodist Church (Refunded).

#### PAPERS PRESENTED/RESEARCH

Presenter “Anger Management” – Alternative to Violence, Neighborhood Care Center lecture series, Las Vegas, Nevada.

Presenter “From Community Service to Service Learning”, at the Campus Opportunity Outreach League (COOL) annual meeting, Boston, Massachusetts.

Presenter “Developing Community Service Partnerships” at the Ford/UNCF Semi-annual Conference, Atlanta, Georgia

Presenter “Homeless Options thru Preventative Education” (Project Hope) at the 18th Annual Conference of North Carolina Association of Black Social Workers

Presenter “No Room at the Inn: Alternatives to local field placements” at the Winthrop College Field Institute, Rock Hill, South Carolina

Presenter “No Room at the Inn: Alternatives to local field placements” at Pembroke State University field Institute, Lumberton, North Carolina

Presenter “Needs Assessment Study of Teen Mothers and the Elderly in Southeast Greensboro,” at the 17th Annual Conference of North Carolina Association for Black Social Workers

Conducted a needs assessment that assessed the health and social needs of teen mothers and the elderly in Southeast Greensboro.

Developed a tracking and monitoring system that reduced the recidivism rate of homeless families in the project sample by 50%.

Training Coordinator – Drug Free School Program – Coordinated training for counselors, social workers and nurses on substance abuse prevention.

#### **GRANT MANAGEMENT**

1993-1995 Service Learning Project – Incorporated service learning into the academic curriculum.

1994-1995 Project Safety Net (AmeriCorps.) – Directed an AmeriCorps program that allowed 25 students to volunteer in the community while earning an educational award.



1993-1994 Challenge of Opportunity – Developed and implemented a program that allow single parents to enroll in college to earn a four-year degree.


1991-1994 Homeless Families Demonstration Project – Provided follow-up and direct social work services to formerly homeless families.


1989 Community Development – Conducted a needs assessment on the social and health concerns of the elderly and teen mothers.


1990 Project Hope- Designed and implemented a tracking and monitoring system for formerly homeless families.

1989-1991 Health Care Services Project – Managed and directed a two-year grant that focused on improving health services to older adults and teen mothers.

# TERRY T. KNOX, MSW

 Terrryknox1088@gmail.com

 (702) 719-9216

 4413 Valley Quail Way, North  
Las Vegas, NV 89084

## SKILLS

Strong verbal communication  
Intervention skills  
Problem-solving skills  
Active listening  
Behavioral Health  
Teamwork  
Mentoring  
Group Therapy  
Organizational Skills  
Critical thinking skills  
Advocacy and Leadership  
Respect for diversity  
Self-Awareness  
Clinical Documentation  
Customer Service  
Social Services  
Goal Setting  
Emergency Services  
Planning  
Fundraiser

## EDUCATION

**University of Nevada - Las Vegas**  
Las Vegas, NV • 2019

**Doctoral of Public Policy**  
**Candidate**

**University of Nevada - Las Vegas**  
Las Vegas, NV • 2019

**Master of Science:** Social Work

**University of Nevada - Las Vegas**  
Las Vegas, NV • 2017

**Bachelor of Science:** Social Work

## PROFESSIONAL SUMMARY

Compassionate and motivated Social Worker with comprehensive knowledge and experience with social justice and the systems impacting marginalized youth in society. Passionate about protecting or providing services to people in need of social support. Offers extensive experience working with individuals who are denied involvement in mainstream economic, political, cultural, and social activities. Collaborative and analytical with the proven ability to build strategic partnerships with other nonprofit organizations, educational institutions, and professionals in the legal field to advocate for clients in high incidences of poverty and deprivation among the marginalized social groups.

## WORK HISTORY

**Vision Theatrical Foundation (Non-Profit) - Youth Program Director**  
*Las Vegas, NV • 06/2007 - Current*

- Supported and assisted youths with emotional and social development by providing safe and healthy techniques to express themselves during group sessions.
- Created a youth career readiness curriculum, implement workshops, and coordinate workforce innovation development.
- Manage, plan, and guide youth mentoring program objectives, with critical thinking methods to develop character and life skills.
- I have provided intensive supervision and direction to emotionally and behaviorally challenged youths in Clark County Juvenile detention facilities and Clark County School district.

**Department of Veterans Affairs - Social Worker Practicum Student**  
*North Las Vegas, NV • 08/2018 - 05/2019*

- Interact with Veterans individually to complete assessments, develop/update recovery treatment plans, plan for transition/discharge, and perform clinical documentation of interaction.
- Conducted supervised psychoeducational and skill-building groups to Veterans living with Severe Mental Illness by utilizing VA approved evidenced-based psychotherapy.
- Conducted supervised wellness and prevention education and facilitates Veteran support groups within the recovery center. Utilize naturalistic community settings for teaching and modeling problem-solving and other life skills.
- Attend/participates in psychosocial mental health staff meetings and contributes to treatment team committees within psychosocial recovery center.

**University of Nevada Las Vegas School of Dental Medicine - Social Worker Practicum Student**  
*Las Vegas, NV • 02/2017 - 02/2018*

- Develop policies and procedures for social work Integration and social service programs to improve underserved clients' well-being.

## CERTIFICATIONS

Mental Health First Aid Instructor  
Certified

Las Vegas, NV • Feb 2020

Certified CPR - Adult / Pediatrics  
Automated External  
Defibrillator (AED)

- Researched, planned, and advocated for community resources in mental health counseling, Housing, transportation, and health care services.
- Assess clients' needs, situations, strengths, and support networks to determine their goals.

## **Southern Nevada Community Health Improvement Program (North - Social Worker Practicum Student**

*North Las Vegas, NV • 02/2016 - 02/2017*

- Develop and Implement social work policies and procedures in the North Las Vegas Fire & Rescue field office.
- Create specific and general needs assessments, make necessary referrals, assist in client navigation of social services, and perform follow-ups to ensure clients' needs are addressed.
- Facilitate community outreach events, Project Homeless Connect, annual Community Fest Second Baptist Church, Las Vegas Fire and Rescue open house, and Homeless Veterans Stand-down.
- Coordinates and executes programmatic monitoring of HIPAA (Health Insurance Portability and Accountability Act) to ensure compliance with federal, state, and local laws.

## **United States Navy - Damage Controlman**

*San Diego, CA • 09/1987 - 09/1991*

- Managed, trained, mentor, and professionally developed 15 shipmates.
- Operated, repaired, and maintained installed firefighting systems and equipment, damage control equipment, and chemical, biological, and radiological defense equipment.
- Trained 15 shipboard personnel in operation, maintenance, and repair of damage control systems and equipment, life-saving devices, and various firefighting methods.

## ACCOMPLISHMENTS

- Best Management and Community Practice field Student Spring 2019
- Delta Phi Alpha Honor Society recipient Jan. 2019
- Delta Phi Alpha Honor Society recipient Sept. 2018
- Dean's Honor List Earning a 4.0 Grade Point Average May. 2017
- Social Work Field Practicum Student of the Year recipient May. 2017
- Delta Phi Alpha Honor Society recipient Sept. 2016
- College of Southern Nevada Trio Student of the Year Award Dec. 2014
- Navy "E" (2nd Award)
- Armed Forces Expeditionary Medal
- National Defense Service Medal
- Sea Service Deployment Ribbon (2nd Award)

## AFFILIATIONS

- University of Nevada Las Vegas Rebel Veterans Organization: Legislative Policy Liaison
- Member, University of Nevada Las Vegas Chapter of the National Association for the Advancement of Colored People, 2017 to Current
- Member, Phi Alpha Delta (Social Work), 2017 to Current
- Member, BlackLivesMatter, 2017 to Current
- Member, Service-Learning Initiative for Community Engagement in Sociology, 2016 to 2018

# Certificate of Completion

MAY IT BE KNOWN BY ALL WHO READ THIS THAT

**Regina Coward**

HAS COMPLETED 32 HOURS OF BASIC TRAINING IN  
MORAL RECONATION THERAPY®

PRESENTED THIS

**9th Day of July 2020**



**Correctional  
Counseling, Inc.**



Included in SAMHSA's  
National Registry of  
Evidence-based  
Programs and Practices

A handwritten signature in black ink, appearing to read "Regina Coward".

**President and Founder**



# Certificate of Completion

MAY IT BE KNOWN BY ALL WHO READ THIS THAT

**Terry T Knox**

HAS COMPLETED 32 HOURS OF BASIC TRAINING IN

Moral Reconciliation Therapy

November 03rd, 2022



*Dr. Kenneth Robinson*

President / Founder



# Certificate of Completion

MAY IT BE KNOWN BY ALL WHO READ THIS THAT

**Roosevelt Daymon**

HAS COMPLETED 6.5 HOURS OF  
MORAL RECONATION THERAPY®  
BREAKING THE CHAINS OF TRAUMA TRAINING

PRESENTED THIS  
10<sup>th</sup> Day of June 2020



Correctional  
Counseling, Inc.

  
\_\_\_\_\_  
President and Founder



# Certificate of Completion

MAY IT BE KNOWN BY ALL WHO READ THIS THAT

**Roosevelt Daymon**

HAS COMPLETED THE REQUIRED HOURS OF  
**MORAL RECONATION THERAPY®**  
OPIOID AND SUBSTANCE ABUSE PRE-TREATMENT TRAINING  
AND IS CERTIFIED AS A WHAT DO I DO NOW PROGRAM FACILITATOR.

PRESENTED THIS

**19<sup>th</sup> Day of June 2020**



**Correctional  
Counseling, Inc.**

  
President and Founder



# Certificate of Completion

MAY IT BE KNOWN BY ALL WHO READ THIS THAT

**Roosevelt Daymon**

HAS COMPLETED 13 HOURS OF  
MORAL RECONATION THERAPY®  
BATTLING SHADOWS - VETERAN, TRAUMA, AND PTSD TRAINING

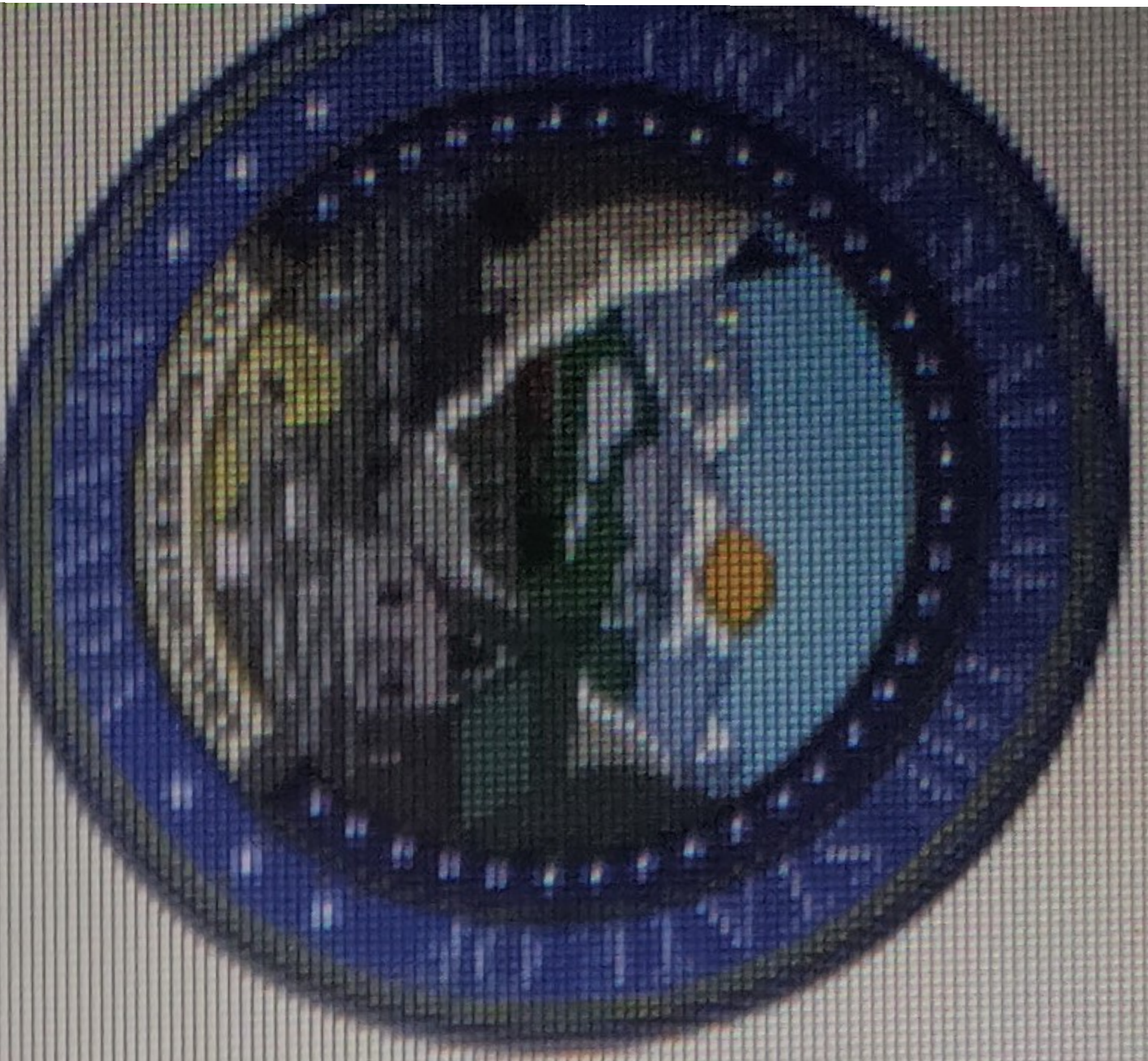
PRESENTED THIS  
10<sup>th</sup> Day of June 2020



Correctional  
Counseling, Inc.

  
President and Founder





**STATE OF NEVADA**  
**BOARD OF EXAMINERS FOR SOCIAL WORKERS**

**RILEY KLINE**  
**Licensed Clinical Social Worker**

**License No. 4896-C**

The person whose name appears on this document has complied with the provisions of the Nevada Revised Statutes 641B; and is duly licensed and authorized to practice the above referenced profession in the State of Nevada.

Original Issue Date: 11/01/2005

Expiration Date: 1/31/2024



**8.0 COST****Table 8-1. Cost Element Summary**

The purpose of this form is to provide a standard format by which the offeror submits information in cost plus fixed fee and firm fixed-price contracts.

Name of Offeror: 2D Chance Inc.

B. Home Office Address: 6600 W. Charleston Blvd, Suite 130, Las Vegas, NV 89146

C. Division Where Work is Performed: Operations and Training Division

D. Detail Description of Proposal: Moral Reconation Therapy (MRT), North Las Vegas Community Corrections Center (NLVCCC)

1. Direct Material

Printed (Instructional Books) (Year 1)	\$ <u>15,250.00</u>
Printed (Instructional Books) (Year 2)	\$ <u>15,250.00</u>
Printed (Instructional Books) (Year 3)	\$ <u>15,250.00</u>

Total Materials	\$ <u>45,751.00</u>
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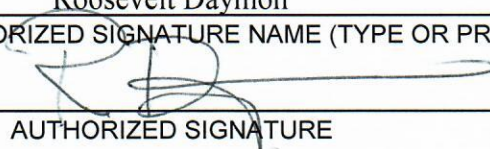
Total Direct Materials

\$ 45,751.00

**City of North Las Vegas  
Request for Proposal ("RFP")  
RFP 2023-001 Cognitive Behavioral Therapy and Post Release Case Management**

**EXHIBIT "A"  
PROPOSAL SUBMITTAL PAGE**

This Proposal is submitted in response to **RFP 2023-001 Cognitive Behavioral Therapy and Post Rerelease Case Management** and constitutes an offer by this company to enter into a contract as described herein.

<u>Roosevelt Daymon</u> AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	<u>2D Chance Inc.</u> LEGAL NAME OF FIRM	
 AUTHORIZED SIGNATURE	<u>Feb 11, 2023</u> DATE	
<u>Executive Director</u> TITLE	<u>(702) 588-3425</u> TELEPHONE NUMBER	<u>(702) 208-2090</u> FAX NUMBER
<u>6600 W. Charleston Blvd, Suite 130</u> ADDRESS OF FIRM		
<u>Las Vegas</u> CITY	<u>NV</u> STATE	<u>89146</u> ZIP CODE
E-MAIL ADDRESS: <u>rdaymon@2Chance.Org</u>		
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
<b>Name</b> 2D Chance Inc.	<b>RFP 2023-001 Cognitive Behavioral Therapy and Post Release Case Management</b>
<b>Address</b> 6600 W, Charleston Blvd, Ste. 130 Las Vegas, NV 89146	
<b>Telephone</b> (702) 588-3425	
<b>EIN or DUNS</b> 33-1190954	

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



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

**FORM B**

**CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS**

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

**BLOCK 4 DISCLOSURE OF OWNERSHIP AND PRINCIPALS**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Roosevelt Daymon	5600 W. Charleston Blvd, Ste. 130 Las Vegas, NV 89146	(702) 628-6429
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.

Roosevelt Daymon  
Name

\_\_\_\_\_  
Date

Subscribed and sworn to before me this 11<sup>TH</sup> day of

FEBRUARY 2023  
By: ROOSEVELT DAYMON

[Signature]  
Notary Public



EXHIBIT "C"

QUALIFICATIONS AND EXPERIENCE RESPONDENT

Name: 2D Chance Inc.

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

Please see attached Resumes, Certifications and License  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:** Henderson Police Department - Corrections Division Special Programs and Services

Company Name: Section

Company Address: 243 S. Water Street, Henderson, NV 89015

Point of Contact: Erin Burns Phone Number: (702) 267-1341

E-Mail Address: Erin.Burns@CityofHenderson.com

Brief Description of Contract Scope:

Provide Court Mandated Substance Abuse/Addiction Counseling, Therapy and Case Management to recently Incarcerated and Driving Under the Influence (DUI) Persons.. The Modality used during Counseling and Therapy is Moral Reconation Therapy (MRT).

Term of Contract (Base plus Option Years): No Contract - Court Selected Vendor

Year of Base Contract Award: 2021 Year Contract Completed: INDEF

Base Contract Amount: \$ N/A Total Contract Amount (including all option years) \$ N/A

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:** Department of Health and Human Services, Department of Child and Family Services,  
Company Name: Nevada Youth Parole Bureau  
Company Address: 6171 W. Charleston Blvd, #15, Las Vegas, NV 89146  
Point of Contact: Kelli Mosley Phone Number: (702) 486-9706  
E-Mail Address: kmosley@dcfs.nv.gov

Brief Description of Contract Scope:

Provide Court Mandated Counseling and Therapy to assist in the Citizen Re-Entry Transformation for Youth Offenders as they Reintegrate back into their Communities. MRT is the Modality used.

Term of Contract (Base plus Option Years): 4 Years

Year of Base Contract Award: 2022 Year Contract Completed: 2025

Base Contract Amount: \$ 63,000 Total Contract Amount (including all option years) \$ 390,000

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:** Eighth Judicial District Court, Specialty Courts Division, Family Treatment Drug  
Company Name: Court  
Company Address: 200 Lewis Avenue, 4th Floor, Las Vegas, NV 89155  
Point of Contact: Aleksandra Vukovic Phone Number: (702) 455-5134  
E-Mail Address: VukovicA@clarkcountycourts.us

Brief Description of Contract Scope:

Provide Court Mandated (In-Home/Home Based) Substance Abuse/Addiction Counseling and Therapy using MRT as the Modality.

Term of Contract (Base plus Option Years): Contract Pending. Indefinite Delivery, Indefinite Quantity (IDIQ)

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

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

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, 2D Chance Inc., 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.

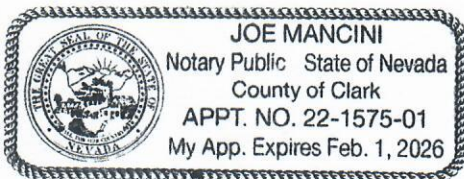
I, Roosevelt Daymon, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this 11<sup>TH</sup> day of FEBRUARY, 20 23  
Signature 

State of NEVADA

County of CLARK

Signed and sworn to (or affirmed) before me on this 11<sup>TH</sup> day of FEBRUARY, 20 23,  
by ROOSEVELT DAYMON (name of person making statement).



Notary Signature

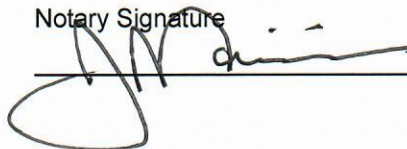




EXHIBIT "E"  
NON-COLLUSION AFFIDAVIT



CITY OF NORTH LAS VEGAS

Non-Collusion Affidavit

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

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

(Signed):

[Signature]  
Title: Executive Director

Subscribed and sworn to before me this 11<sup>TH</sup> day of FEBRUARY 2023

By: ROOSEVELT DAYMON

JOE MANCINI

Notary Public

My Commission expires: 02/01/2026

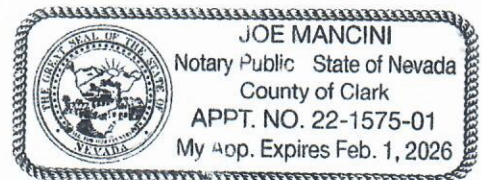


EXHIBIT "F"  
WRITTEN CERTIFICATION




CITY OF NORTH LAS VEGAS

WRITTEN CERTIFICATION PURSUANT TO NRS 332.065(4)

Pursuant to NRS 332.065(4), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

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

<u>Roosevelt Daymon</u>	<u>2D Chance Inc.</u>
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	LEGAL NAME OF RESPONDENT
	<u>Feb 11, 2023</u>
AUTHORIZED SIGNATURE	DATE

Executive Director  
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 Service Agreement.

There are No Exceptions Required or Requested.