



## CITY OF BOULDER CITY

401 California Avenue  
Boulder City, NV 89005  
www.bcnv.org

**City of Boulder City  
Request for Proposal ("RFP")  
RFP 2021-03 Tract 350 Land Sale Solicitation  
(July 1, 2021)**

Proposals will be received electronically on the Nevada Government eMarketplace (NGEM) System at [www.ngemnv.com](http://www.ngemnv.com) until **September 16, 2021, at 1:00 P.M.** (the "Proposal Due Date"), at which time proposals will be publicly unsealed. Respondents are encouraged to submit multiple response packages with varying densities and product types.

A Pre-Proposal Conference/Site Visit will be conducted at the Boulder Creek Golf Course, in the Pavillion tent (adjacent to the clubhouse) on **July 29, 2021, at 12:30P.M.** All questions or concerns can be submitted electronically on the NGEM System or via email to Paul Sikora, Purchasing Manager at [psikora@bcnv.org](mailto:psikora@bcnv.org). The cutoff time for all questions is **August 9, 2021, at 12:00 p.m.** If any questions are received, an addendum will be issued to answer those questions, and the addendum will be posted in the NGEM System and will be made available at the City of Boulder City Purchasing Office.

Proposal documents may be accessed at [www.ngemnv.com](http://www.ngemnv.com) or at the City of Boulder City Purchasing Office, Monday through Thursday, 7:00 a.m. – 5:45 p.m. at City Hall, 401 California Ave, Boulder City, Nevada, 89005. 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.

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Paul Sikora  
Purchasing Manager

Published Las Vegas Review Journal July 1, 2021

**City of Boulder City**  
**Request for Proposal ("RFP")**  
**RFP 2021-03 Tract 350 Land Sale Solicitation**

**Requirements for Request for Proposal**

- 1. PUBLIC RECORDS:** The RFP documents and all Proposals submitted in response thereto are public records. You are cautioned not to put any material into the Proposal that is proprietary in nature. All Proposals submitted become the property of the City.
  
- 2. PERFORMANCE OF WORK:** The City of Boulder City is issuing this Request for Proposal ("RFP") from qualified Respondents who are knowledgeable in and have the ability to purchase, plan, finance, develop, construct a residential development. The City is seeking proposals from Respondents to purchase property from the City for residential development. The City must comply with Nevada Revised Statutes relating to the disposal of property. Total acreage offered with this proposal is 44.98 acres and is known as "Tract 350." The site is immediately adjacent to the Boulder Creek Golf Course, located in Boulder City, Nevada, and owned by the City of Boulder City. The successful Respondent(s) will be an integral part of continuing City efforts to maintain the City of Boulder City as very desirable community to live, learn, work and play, and will be expected to conduct their activities in compliance with the highest standards.
  
- 3. FORM OF CONTRACT:** Execution of a Contract by all named parties ("Contract") will authorize the sale of land obtained under this RFP.
  
- 4. 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 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 Paul Sikora by email at [Psikora@bcnv.org](mailto:Psikora@bcnv.org) or by mail at ATTN: Paul Sikora, Purchasing Manager, City of Boulder City, 401 California Avenue, Boulder City, Nevada, 89005. 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 emailed to all known prospective Respondents and published in the Nevada Government E-Marketplace. 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.
  
- 5. METHOD OF EVALUATION AND AWARD:** The evaluation of the Proposals will be conducted by City personnel. Prepare your Proposal according to the appropriate sections, and your Proposal will be evaluated accordingly.
  
- 6. ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that this contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner unless approved in writing by the other party. The Respondent will be an independent contractor for all purposes, and no agency, either expressed or implied, exists.

**7. CONDITIONS OF PROPOSAL SUBMITTAL:**

- (a) The Proposal must be signed by a duly authorized official of the proposing firm or company submitting its Proposal.
- (b) No Proposal will be accepted from any person, firm, or corporation that is in arrears for any obligation to the City or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) All Proposals shall be prepared in a comprehensive manner as to the content, but no necessity exists for expensive binders or promotional material.

**8. AWARD OPTIONS:** The City of Boulder 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.

**9. PROTESTS:** The City will publish the Recommendation of Award Notification in the Nevada Government E-Marketplace. A copy will also be emailed to every Respondent who submitted a Proposal. Respondent may file a notice of protest regarding the proposed award of a Contract by the 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 Purchasing Office. 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 Purchasing Office. 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 City Council. A person who makes an unsuccessful bid may not seek any type of judicial intervention until after the 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 may be required to obtain a City of Boulder City Business License.*

**11. PUBLIC "UNSEALING":** Proposals received will be "Unsealed" in the Nevada Government E-Marketplace, and the names of the responding companies will be available for review. Respondents will only be able to view their own Proposal document once unsealed.

**12. LAND SALES AGREEMENT:** Upon award of the RFP by the City Council of the City Boulder City, the City will order an appraisal that is compliant with the requirements of the Nevada Revised Statutes and the Boulder City Charter. ***In the event that the appraised value is higher than the proposed offer, the Awardee will be allowed to withdraw or accept the revised purchase price.*** The City will prepare a standard land sales agreement to complete the land sale.

**13. INSURANCE:** Not applicable to land sales RFP's.

**14. WORKER'S COMPENSATION INSURANCE:** Not applicable to land sales RFP's.

- 15. INDEMNITY:** The successful Respondent agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims arising out of or related to the Respondent's performance on this project.
- 16. 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.
- 17. ADDENDA INTERPRETATIONS:** If it becomes necessary to revise any part of this Request for Proposal, a written addendum will be provided. The City is not bound by any oral clarifications changing the scope of work for this project. The addendum must be acknowledged and returned in the Proposal submission.
- 18. 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.
- 19. TERMINATION FOR CONVENIENCE:** The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within 30 days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent within thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.
- 20. TAXES:** The City is exempt from State, Retail, and Federal Excise Taxes. The Proposal price must be net, exclusive of taxes. **At closing, the Respondent is responsible for payment of all Real Estate Transfer Taxes.**
- 21. EXCEPTIONS:** Each Respondent will list on a separate sheet of paper any exceptions to specifications and attach it to its Proposal.
- 22. AUDIT OF RECORDS:** Not applicable to land sales RFP's.
- 23. INDEPENDENT CONTRACTOR:** In the performance of services under this Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful Respondent as the sole responsible party for the performance of this Contract. The successful Respondent shall maintain complete control over its employees. Nothing contained in this Contract or awarded by the Company shall create a partnership, joint venture, or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party.
- 24. PUBLIC RECORDS:** The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records are public records, which are subject to inspection and copying by any person unless declared by law to

be confidential. This Contract, all supporting documents, and Proposals submitted under the original Request for Proposals are deemed to be public records.

**25. COMPANY PERSONNEL:** The successful Respondent is solely responsible for the supervision and control of its Company staff performing work under this Contract; however, the City of Boulder 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 agreement, a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement.

**26. KEY PERSONNEL:** For the City of Boulder City:

**Paul Sikora, Purchasing Manager.** He is responsible for the administration and audit of the Contract and any contractual changes. He can be reached at (702) 293-9246 or at [psikora@bcnv.org](mailto:psikora@bcnv.org). Monday through Thursday, 7:00 a.m. to 6:00 p.m.

**Brok Armantrout, Contracts/Real Estate Manager.** He is responsible for land sales contract preparation and execution is responsible for any requested changes by the Respondent. He can be reached at (702) 293-9449 or at [barmantrout@bcnv.org](mailto:barmantrout@bcnv.org), Monday through Thursday, 7:00 a.m. to 6:00 p.m.

The cutoff time for any questions regarding this Request for Proposal is August 9, 2021, at 12:00 p.m. Local time. Any questions submitted beyond this cutoff time will not be answered.

**City of Boulder City**  
**Request for Proposal ("RFP")**  
**RFP 2021-03 Tract 350 Land Sale Solicitation**  
**Definitions**

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

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

**City** - the City of Boulder City.

**City Attorney** – the lawyer, appointed as legal counsel to represent the City of Boulder City in all legal matters.

**City Clerk** - a public officer, charged with recording the official proceedings and vital statistics of the City of Boulder City.

**City Council** - the legislative body that governs the City of Boulder City.

**City Manager** - a person, not publicly elected but appointed by the City Council to manage the City of Boulder City.

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

**City Staff** - any person, currently employed by the City of Boulder City.

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

**Key Personnel** - defined City employees listed in Paragraph 26.

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

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

**Nevada Government E-Marketplace (NGEM)** – The on-line site where proposals are advertised, questions are answered, proposals are submitted, and Recommendations of Award are posted.

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

**Proposal** - document returned by Respondent to the City of Boulder City offering the product or service that meets the requested specifications. Respondent will fill out the Proposal documents with their price offering and complete all required documents. Respondent will enter their Proposal in the Nevada Government E-Marketplace prior to the cutoff date and time detailed on the Request for Proposal.

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

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

**Recommendation of Award Notification** – notification to the general public that the City of Boulder City has recommended a Respondent who has been selected based on having the best Proposal by meeting the criteria listed in the Proposal documents.

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

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

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

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

**City of Boulder City**  
**Request for Proposal ("RFP")**  
**RFP 2021-03 Tract 350 Land Sale Solicitation**  
**Scope of Work**

**I. SCOPE OF WORK**

1. PROJECT DESCRIPTION: The City is interested in promoting the beneficial use of undeveloped land for residential development. The objective of the City in issuing the RFP is to encourage the development of a well-planned residential subdivision that compliments the adjacent golf course and community as a whole.

1.1 SITE IDENTIFICATION: Tract 350 consists of the following Clark County Assessors Parcel Numbers:

**186-17-601-002**

**186-08-401-013**

2. SUITABILITY OF SITE: It is the responsibility of the Respondent to determine the adequacy of the site. The Respondent shall use the documentation provided through this RFP and other field evaluation to make their determination regarding the site's soil, rock, and subsurface conditions, including, but not limited to, the potential for flooding, to determine the suitability of the site for the planned usage. Respondent assumes all risk resulting in any change in conditions that may occur during the progress of the work. The City shall have no responsibility under or in implementation of the purchase contract ultimately executed for insufficient data or incorrectly assumed conditions concerning the character of the site or the nature of the work to be done under the executed contract. However, the City will cooperate with Respondent to obtain information relating to these matters, including making available applicable records in the City's possession.
3. RESPONDENT TO PERFORM OWN EXAMINATION: The Respondent shall perform its own examination and research required by this RFP, the proper method of doing the work and all conditions affecting the work to be done, and the labor, equipment, and materials needed thereon, and the quality of the work to be performed. The Respondent shall assume responsibility to become knowledgeable regarding all such conditions, and that Respondent's conclusion to submit a proposal is based upon such investigations and research regarding all such conditions, and that Respondent shall have and make no claim against the City because of any estimates, statements, or interpretations made by an officer or agent of the City which may prove to be in any respect in error or erroneous.

4. PERMITS, APPROVALS, AND SITE-SPECIFIC REQUIREMENTS: The Respondent is responsible for obtaining all relevant approvals and permits associated with the subsequent residential development project. These may include but are not limited to construction permits, grading permits, utility extension permits, State of Nevada permits (if required), and Clark County dust control permits.

4.1 Utilities/Access: The following utilities are available for the development of the site but must be extended to the area by the developer:

4.1.1 Water: Respondent(s) are advised that potable water is available in the area but not currently stubbed to the site. The nearest suitable line locations for extension are located within Adams Boulevard and Buchanan Boulevard. The successful Respondent (s) will be required to extend this line to the subdivision site to provide potable and fire protection water. The development of a looped system is required.

4.1.2 Sewers: There is a sewer line in the immediate vicinity but not currently stubbed to the site. The nearest suitable line locations are shown on the attached map. The successful Respondent (s) will be required to extend service lines to the subdivision site to provide proper sanitary sewer services.

4.1.2.1 Storm Sewer Improvements along Bristlecone. The city is investigating an option to create a Special Improvement District ("SID") to finance the construction of this improvement. If a SID is created, only those lots created from Tract 350 will be assessed the SID participation fee. **Respondents shall indicate in their response two options for each proposal:** One price that includes the respondent financing and constructing the storm sewer improvement (and collecting the improvement cost as part of the lot price or overall sales price); and one price that assumes the City will create a SID and assess the fee for participation among the newly created lot inventory.

4.1.3 Access: The City will provide access to the site; however, all roadway(s), sidewalk, streetscape landscaping, and street lighting improvements needed for the project will be the responsibility of the Respondent.

4.1.4 Electric: Electrical power for the site is available within the area but will need to be extended to the site. A looped system is required. Please contact the Boulder City Public Works Department at 702-293-9200 to determine available connection points to extend power to serve the subdivision.

4.1.5 Other Utilities: The extension and provision of other utilities, such as natural gas, cable television, telephone, etc., are the sole responsibility

and cost of the developer.

5. **LAND USE AND ZONING:** The property under consideration for this RFP is owned by the City of Boulder City and is presently zoned R1-15, R1-10 and R1-7. R1-15 requires a minimum lot size of 15,000 square feet. R1-10 requires a minimum lot size of 10,000 square feet. R1-7 requires a minimum lot size of 7,000 square feet. The specific zoning requirements can be found at the Boulder City website at: [www.bcnv.org/336](http://www.bcnv.org/336). Title 11 of the City Code contains the zoning requirements for all development within the City. **The Respondent may propose alternate zoning and density for the project.** It is encouraged that each respondent provide multiple proposal packages with density options for the City to consider.
6. **CITY PROVIDED MATERIALS:** The City is providing to interested parties the following documents to assist in the evaluation of this RFP: standard residential street cross-sections as adopted by Boulder City, and various maps (upon request).
7. **REQUIRED IMPROVEMENTS PRIOR TO CONSTRUCTION OF ANY VERTICAL STRUCTURE:** The Respondent must have a paved access to the site and sufficient water supply on-site for fire protection prior to construction of any vertical/habitable structures.
8. **NECESSARY STUDIES:** As with all private development, the successful Respondent will be required to perform the standard studies for any development. These include but are not limited to traffic, flood control, Utility demand for water, sewer, and electric, and related studies for residential development.
9. **ADDITIONAL REQUIREMENTS:** The following additional requirements or conditions apply to this solicitation:
  - 9.1 The Respondent is responsible for the half-street improvements for Bristlecone Drive and Clubhouse Drive.
  - 9.2 The Respondent **shall provide** a proposed landscape design for the streetscape to be constructed on the west and south sides of Bristlecone Drive and Clubhouse Drive as part of their proposal. The landscape design should complement the existing landscaping on the east and north sides of Bristlecone Drive and Clubhouse Drive; however, the actual design and plant selection are at the discretion of the Respondent.
  - 9.3 The City **will not approve** variances to the required subdivision standards for the development of the subdivision. For example, street widths and lot widths shall conform to the adopted zoning classification and standard street profiles.
  - 9.4 If the Respondent is proposing a zoning classification not currently

adopted by Boulder City, the Respondent shall provide with their response the proposed regulatory language for the proposed zone classification(s).

9.5 The Respondent **shall provide a park** for the project. Location of the park is at the discretion of the Respondent. The park may be consolidated into one parcel or broken into no more than three parcels.

9.6 The Respondent **shall provide a draft subdivision layout**, including street locations, street widths, approximate lot count for each zoning classification, location of the park parcel(s), and other proposed improvements.

9.7 The Respondent **shall provide sample building elevations and floor plans** for the proposed development. It is understood that the final product may vary, but a representative sample of what is intended to be constructed must be provided.

9.8 The Respondent shall provide at least three examples of similar developments that they have constructed in the Southern Nevada market (Clark County).

9.9 The Respondent **shall indicate the nature and timing of the purchase** IF purchase is to be done in phases. Information shall provide the dollar amount to be paid for each phase, and any additional consideration to be paid should the purchase of subsequent phases be delayed.

9.10 Each individual lot shall have a deed note recorded that makes it clear that the City nor developer are not making any guarantees that the Boulder Creek Golf Course or its successors will be operated in perpetuity.

9.11 Boulder City has a growth control ordinance that limits the number of building permits that can be issued in any given year. The ordinance can be found at [www.bcnv.org/336](http://www.bcnv.org/336), under Title 11, Chapter 41, entitled "Controlled Growth Management Plan."

**II. Content of Proposal:** Interested respondents shall provide a PDF electronic version(s) of their proposal. A proposing respondent must follow the instructions for preparing the proposal in the prescribed format as outlined in this section. Do not include any extraneous or marketing information.

A. *Cover Page:* Name, address, email, and website of the institution.

B. *Table of Contents:* Table of Contents should follow the RFP format.

C. *Company Profile:* Please provide the following information:

*Institution Overview* - General overview of the company and copies of certifications and qualifications.

*Experience* – Direct experience in related projects.

D. *References:* Please provide three (3) references (preferably public agencies) for whom the Respondent has provided similar services. Include the following information for each reference: Contact name, title, name of customer, address, and telephone number.

E. *Proposal:* Please provide a descriptive narrative of your company's capabilities and experience as it relates to the Scope of Work. There is no format for this section. Please include the required elements as described in Section I, SCOPE. Additionally, the City is receptive to value-added propositions/incentive programs your company may propose.

**III. Selection 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) Interviews and presentation(s) of Proposals by Respondents to the Selection Committee (if the City determines a need for such).
- (3) Presentation(s) of Proposals by Respondents to City Council (if the City determines a need for such).
- (4) Negotiation/finalization of a Land Sales Agreement between the City and the selected Respondent.

**IV. Evaluation Factors:** 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 (20 points total)
  - Response to RFP provisions (10 points)
  - Respondent's references (10 points)
  
- B. Management Qualifications (80 points total)
  - Respondent's proposal, qualifications, history, certifications, value-added propositions, etc., (30 points)
  - Fee structure (50 points)

**V. 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 of Ownership Principals. Fill this form out in its entirety.
  
- Exhibit C Qualifications and Experience - References - Provide three (3) governmental agencies or private businesses with which you have conducted business transactions during the past three (3) years.
  
- Exhibit D Affidavit of Rejection of Workers Compensation - Fill this form out in its entirety.
  
- Exhibit E Non-Collusion Affidavit – fill this form out in its entirety.



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

**1. DEFINITIONS**

"City" means the City of Boulder City.

"City Council" means the governing body of the City of Boulder City.

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

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

**2. INSTRUCTIONS**

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

**3. INCORPORATION**

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

Block 1 Contracting Entity	Block 2 Description
<b>Name</b>	<b>RFP 2021-03 Tract 350 Land Sales Solicitation</b>
<b>Address</b>	
<b>Telephone</b>	
<b>EIN or DUNS</b>	

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

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

FORM B

CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS (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. further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

**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.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**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 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 Boulder City.
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 Boulder City will not be considered to be my employer or the employer of my employees, if any; and that the City of Boulder City 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 \_\_\_\_\_

**EXHIBIT "E"**  
**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 Boulder City 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: