



CITY OF BOULDER CITY

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

**City of Boulder City
Request for Proposal ("RFP")
RFP 2026-09 Housing Needs Assessment and Action Plan
(August 27, 2026)**

Proposals will be received electronically on the Nevada Government eMarketplace (NGEM) System at www.ngemnva.com until **September 30, 2026 at 1:00 p.m.**, at which time proposals will be publicly unsealed.

A Pre-Proposal Conference/Site Visit will not be conducted. All questions or concerns can be submitted electronically on the NGEM System or via e-mail to Paul Sikora, Purchasing Manager at psikora@bcnv.org. The cut-off time for all questions is **September 16, 2026 at 12:00 p.m.** If any questions are received, an addendum may be issued to answer those questions and any 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.ngemnva.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, in its sole and absolute discretion, to reject any or all proposals, waive any informality or technicality, or accept any proposal deemed by the City to be in the best interest of the City.

Paul Sikora
Purchasing Manager

Published Las Vegas Review Journal **August 30, 2026**

City of Boulder City
Request for Proposal ("RFP")
RFP 2026-09 Housing Needs Assessment and Action Plan
Terms of Request for Proposal

- 1. CAPITALIZED TERMS:** Capitalized terms used and not otherwise defined in this Request for Proposal ("**RFP**") shall have the meanings set forth in the Definitions Addendum attached hereto.
- 2. PROJECT:** The City is issuing this RFP for Proposals from experienced Respondents to prepare a focused Housing Needs Assessment and analysis to access viable options for meeting the City's current and future housing needs. This Housing Needs Assessment will provide direction on future policy decisions to facilitate the development of housing options that better serve families and the middle class within our community, as more particularly described in the Scope of Project Addendum attached hereto (collectively, the "**Project**"). The successful Respondent shall perform all the work described in this RFP in a satisfactory and acceptable manner according to the terms set forth in the Contract entered into with the City.
- 3. FORM OF CONTRACT:** The contract for the Project (the "**Contract**") will be in the form of a Services Agreement between the successful Respondent and the City on terms and conditions acceptable to the City in its sole and absolute discretion.
- 4. EXPLANATIONS TO RESPONDENT:** Any explanations desired by any Respondent regarding the meaning or other interpretation of any provisions of this RFP must be requested in writing and with sufficient time to allow a reply to reach such Respondent before submission of its Proposal. Every request for such interpretation should be in writing addressed to Paul Sikora by email at Psikora@bcnv.org or by mail at ATTN: Paul Sikora, Purchasing Manager, City of Boulder City, 401 California Avenue, Boulder City, Nevada, 89005. Any written explanations and any supplemental instructions deemed necessary by the City will be in the form of a written addendum to this RFP which, if issued, will be e-mailed to all known prospective Respondents and published in the Nevada Government E-Marketplace. No oral explanations given to any Respondent will be binding. Failure of any Respondent to receive any such addendum or explanation 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. NO ASSIGNMENT OF RIGHTS:** No rights with respect to this RFP or the Contract may be assigned, transferred, conveyed, or otherwise disposed of by any Respondent in any manner, unless approved in writing by the City.
- 7. CONDITIONS OF PROPOSAL SUBMITTAL:**
 - (a) Each Proposal must be signed by a duly authorized official of the Respondent submitting such Proposal.
 - (b) No Proposal will be accepted from any Respondent that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by the City Staff or City Council.
 - (c) All Proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

8. RECOMMENDATION OF AWARD: The City will issue a Recommendation of Award Notification based on the Respondent who submits the most responsive, responsible Proposal deemed by the City 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. Respondents will have five (5) business days from the date such Recommendation of Award Notification is published to file with the Purchasing Office a written notice of protest regarding the proposed award of the Contract set forth in such Recommendation of Award Notification. Any notice of protest must include a statement setting forth, with specificity, the reasons the Respondent filing the notice of protest believes that applicable provisions of this RFP or law were violated. In order for a notice of protest to be valid, the Respondent filing such notice of protest must 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 concurrent with such filing. The bond posted must be in a form acceptable to the City and in an amount equal to the lesser of (i) twenty-five percent (25%) of the total value of the Proposal submitted by the Respondent 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 on such notice of protest is made by the City Council. No Respondent who makes an unsuccessful Proposal may seek any type of judicial intervention until after the City Council has made a determination on each notice of protest and awarded the Contract. Neither the City nor any representative of the City is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by any Respondent who submits an unsuccessful Proposal, whether or not such Respondent 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 Respondent 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: Each Respondent must possess all governmental licenses required to operate and manage the Project, copies of which must be provided to the City prior to submission of a Proposal by such Respondent. *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 Respondents will be available for review. However, Respondents will only be able to view their own Proposal document after the Proposals are unsealed.

12. TERM OF CONTRACT: The term of the Contract will commence upon the mutual execution and delivery of the Contract, and will continue until a date mutually agreed upon during Contract negotiations.

13. GENERAL LIABILITY 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 comprehensive general liability insurance in which the City shall be the named insured or be named as an additional insured. Such insurance must (i) waive subrogation against the City, its officers, agents, employees and contractors; (ii) be primary (i.e., with any insurance or self-insurance maintained by the City applying in excess of, and not contributing with, the insurance required); (iii) include or be endorsed to cover the Respondent's contractual liability to the City; and (iv) have no deductible or self-insured retention exceeding \$250,000.00 without the City's written approval. Required

insurance shall not be canceled, allowed to expire or be materially reduced in coverage unless approved in writing by the Purchasing Office.

The policy shall provide the following minimum limits:

COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury - - - - -	\$ 1,000,000 each person
	\$ 2,000,000 each accident
Property Damage- - -	\$ 1,000,000 each accident
Combined Single Limit	\$ 2,000,000

AUTOMOBILE LIABILITY INSURANCE

Bodily Injury - - - - -	\$ 1,000,000 each person
	\$ 2,000,000 each accident
Property Damage- - -	\$ 1,000,000 each accident
Combined Single Limit	\$ 2,000,000

In compliance with this section, the Respondent may file with the City a satisfactory policy providing a minimum of \$2,000,000 of "blanket coverage". 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 borne solely by the Respondent and shall be deemed included in the Proposal pricing. 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. WORKER'S COMPENSATION INSURANCE:** The 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. Neither the City, nor any of its officers, agents, employees or contractors, will 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 section.
- 15. INDEMNITY:** The successful Respondent agrees to defend, indemnify, and hold harmless the City, and its officers, agents, employees and contractors, from and against any and all causes of action or claims arising out of or related to the Respondent's operation or management of the 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. Each Respondent's attention is directed to the fact that all applicable City, county, state and federal laws, and the rules and regulations of all governmental 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 RFP, a written addendum will be provided. The City is not bound by any oral clarifications with respect to this RFP. Each such addendum must be acknowledged and returned in the Proposal submission.
- 18. CANCELLATION OF RFP OR AWARD:** The City reserves the right, for any reason whatsoever (including no reason), to cancel this RFP or the award of any Contract to any Respondent at any

time before the Contract has been approved by the City Council and mutually executed and delivered. The City shall have no obligation or liability for any costs, expenses, attorney's fees, loss of income or other damages sustained by any Respondent as a result of any such cancellation.

- 19. INCURRED EXPENSES AND RESPONSIBILITY:** The City is not responsible for any expenses any Respondent may incur in preparing and submitting any Proposal. Responding to this RFP creates no contractual or other rights of any Respondent, nor is any obligation incurred on the part of the City by receipt of any Proposal or by engaging in any Contract negotiations. Failure by the City to select any Respondent for negotiations shall create no claim, or cause of action, legal or equitable, including but not limited to, damages for Respondent's cost of preparation.
- 20. TAXES:** Under the Contract, the successful Respondent will be solely responsible for all sales, personal property, employment and other taxes applicable to the operation of the Project.
- 21. EXCEPTIONS:** Each Respondent will list on a separate sheet of paper any exceptions to this RFP and attach it to its Proposal.
- 22. AUDIT OF RECORDS:**
- (a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to the Project in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to the Project for a period of three (3) years after the expiration or sooner termination of the Contract. 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 the Project.
 - (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 the Project at any time during normal business hours for any or no reason, and to copy and/or transcribe any information that the City desires concerning successful Respondent's operation and management of the Project. 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 all records of the Project or successful Respondent relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.
- 23. INDEPENDENT CONTRACTOR:** In the performance of the Contract, the successful Respondent and any 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 the Contract. The successful Respondent shall maintain complete control over its employees. Nothing contained in the Contract or awarded by the City shall create a partnership, joint venture or agency. Neither the successful Respondent nor the City 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). With the exception of financial information or other clearly labeled proprietary information provided by Respondents, the City's records are public records, which are subject to inspection and copying by any person, unless declared by law to be confidential. The RFP documents, all Proposals submitted in response to this RFP, and the Contract are all deemed to be public records. Any information deemed to be confidential or proprietary by Respondent should be clearly noted on the page(s) where such confidential information is contained; however, the City cannot guarantee that it shall not be compelled to disclose all or part of any public record since information deemed to be confidential by Respondent may not be considered confidential under Nevada law or pursuant to a court order. All Proposals submitted become the property of the City.
- 25. COMPANY PERSONNEL:** The successful Respondent is solely responsible for the supervision and control of its company staff that operate and manage the Project; however, the City reserves the right to request removal from the Project the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request.
- 26. KEY PERSONNEL:** For the 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. Monday through Thursday, 7:00 a.m. to 6:00 p.m.
- Oren Keeton, City Planner.** 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) 589-9638 or at lkeeton@bcnv.org, Monday through Thursday, 7:00 a.m. to 6:00 p.m.
- 27. ACCEPTANCE OF TERMS AND CONDITIONS:** By submitting a Proposal in response to this RFP, any Respondent accepts all terms and conditions set forth in this RFP.

The cutoff time for any questions regarding this Request for Proposal is **September 16, 2026 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 2026-09 Housing Needs Assessment and Action Plan
Definitions Addendum**

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 as an additional insured.

City - the City of Boulder City.

City Attorney – the lawyer appointed as legal counsel to represent the City in all legal matters.

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

City Council - the legislative body that governs the City.

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

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

City Staff - any person currently employed by the 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 **Section 26**.

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

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

Proposal - document returned by Respondent to the 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 RFP.

Purchasing Office – The City 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.

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

Respondent – person who offers the requested product or service to the City on the official RFP.

**City of Boulder City
Request for Proposal (“RFP”)
RFP 2026-09 Housing Needs Assessment and Action Plan
Scope of Work**

Introduction: The City of Boulder City (“City”) is issuing this Request for Proposal (“RFP”) from experienced Respondents to prepare a focused Housing Needs Assessment and analysis to access viable options for meeting the City’s current and future housing needs. This Housing Needs Assessment will provide direction on future policy decisions to facilitate the development of housing options that better serve families and the middle class within our community. The successful Respondent shall perform all the work described in this RFP in a satisfactory and acceptable manner according to the terms set forth herein and in any contract entered into with the City.

Scope of Work

Introduction: The City of Boulder City is a community of approximately 15,000 residents in southern Nevada with a unique history rooted in the construction of Hoover Dam. After remaining under federal control for nearly 30 years, the City was incorporated in 1960. Upon the formal incorporation of the City, the Federal Government transferred ownership of all vacant land within the original city boundaries over to the City (roughly 33 square miles worth of land ownership). In 1995, the City purchased the Eldorado Valley and acquired an additional 167 square miles of land. In total, the City owns approximately 127,130 acres of land, with 87,751 acres under a conservation easement which prohibits development. In addition to the City owning much of the remaining vacant land, the community has long prioritized preserving its small-town character through voter initiated and approved growth management measures. This includes a 1979 ordinance limiting the construction of new residential dwelling units to 120 per year, and a 1997 City Charter amendment requiring voter approval before the sale of city-owned property larger than one acre. While these policies have helped maintain the community's character, they have also limited housing growth and constrain the existing housing stock. Reduced opportunities for attainable and affordable housing have contributed to a gradual decline in population of children, young adults, and families over the last several decades which has impacts on the labor force, economic viability, school enrollment rates, public services, community identity, and social cohesion.

To better understand these dynamics with consideration to the City's long-term sustainability and strategic plan goals, the City is seeking a housing needs assessment and action plan to evaluate current and future housing needs, identify barriers to housing availability, diversity, and affordability, and provide recommendations that will help inform

policy decisions that improve land use regulations, permitting, the construction process, and facilitate public-private partnerships which expand housing opportunities for families, the local workforce, and middle-income households.

Scope of Project: The successful Respondent will perform the following:

- Prepare a housing needs assessment and action plan that includes and addresses the following information:
 - a) Demographics and population trends.
 - b) Evaluation of existing housing stock which includes non-traditional or non-conforming housing types such as caretaker residences, accessory dwelling units (ADUs), and other similar housing options.
 - c) Analysis of the housing market. demands, and needs with a focus on long- and short-term housing considerations for family and middle-income households.
 - d) Identify barriers and gaps in housing supply across the full housing continuum which includes consideration and sensitivity to local regulatory and physical constraints, including the City's Controlled Growth Ordinance, historic preservation, avoidance of leapfrog development, and site limitations related to utilities, power corridors, airport influences, topography, and landfill.
- Evaluation of information in comparison to existing studies done on a regional and state level.
- Evaluate the financial, regulatory, and market feasibility of housing development and preservation strategies which includes an evaluation of the City's inventory of vacant land, the fact that much of it is publicly owned, and the opportunities and constraints associated with its potential use for future housing, including identifying sites that may be appropriate for residential development while remaining consistent with community goals and existing policies.
- Develop actionable recommendations and prioritization related to policy, land use, zoning, financing tools, and investment strategies capable of supporting housing production and stability, which may include options such as code changes, ADUs, land trusts, mobile home conversions, or other tools.
- Identify infill housing opportunities that are more feasible to develop due to proximity to existing utilities and can support the development of attainable, middle-income housing that meets the needs of local families.

Content of Proposal

AGENTS AND ADDRESS

Identify who will be the project manager and key staff assigned if awarded. Provide resumes summarizing the qualifications and experience of the individuals who will be conducting the study. Include specific information on the staff's experience with public sector compensation including public safety. Describe successful outcomes. List the address, e-mail address, and telephone number of the office from which the services are to be provided. Promotional literature and other public relations documents should NOT be included.

STATEMENT OF METHODS AND PROCEDURES

Provide a statement describing the scope of work as you understand it. Describe the approach, means, methods, and procedures to be used to gather the data, analyze findings, and develop recommendations as requested. Provide a sample of reports and/or other correspondence.

MANAGEMENT SYNOPSIS

Provide a synopsis prepared for management review, covering the significant features of the proposal including overall costs and term of work.

STRUCTURE AND CONTENT OF WORK PRODUCT

Provide a detailed breakdown and description of the specific steps, services, and study products that will be provided. Describe how the final product will be structured and presented upon completion. Include any computer/software compatibility information. Firms may elect to include in the section any innovative methods or concepts that might be beneficial to the City of Boulder City as long as the minimum requirements set out in this RFP are met.

WORK SCHEDULE

Provide a timeline indicating tasks required and the start and completion dates for each. It is expected that the work will commence as soon as possible after the contract is awarded.

REFERENCES

Include the name, address, telephone number, and e-mail address for contact persons at three (3) other public entities for which comparable services have recently been rendered.

COST OF SERVICES

Provide a total cost estimate, including travel expenses, and "not to exceed" amount for the work described in scope of work; a rate schedule for computing any extra work not specified in the contracted scope of work

IV. 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 Services Agreement between the City and the selected Respondent.

V. Evaluation Factors: After city staff has reviewed the proposals, final selection will be determined. The successful contractor will be required to enter into an agreement for professional services with the City of Boulder City.

Proposals will be evaluated using the following criteria:

- Quality and thoughtfulness of the proposal. 20%
- Related experience of the firm and key staff with similar studies. 25%
- References, credentials and/or recommendations from past clients. 15%
- Costs associated with developing, preparing, and presenting the study. 20%
- Ability of the firm and the firm's subcontractors to provide the services requested as well as financial stability and availability. 20%

VI. 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.

**City of Boulder City
Request for Proposal ("RFP")
RFP 2026-09 Housing Needs Assessment and Action Plan**

**EXHIBIT "A"
PROPOSAL SUBMITTAL PAGE**

This Proposal is submitted in response to **RFP 2026-09 Housing Needs Assessment and Action Plan** and constitutes an offer by this Respondent 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: _____

BCNV-BUSINESS LICENSE NO: _____

___ A COPY OF MY BCNV BUSINESS LICENSE IS ATTACHED

ADDENDA ACKNOWLEDGED

Addendum No. _____ Initial _____ Addendum No. _____ Initial _____
Addendum No. _____ Initial _____ Addendum No. _____ Initial _____

FOR INFORMATIONAL PURPOSES ONLY

Is this firm a ESB, minority, women or disabled veteran business enterprise?

___ No ___ Yes If YES specify ___ ESB ___ MBE ___ WBE ___ DVBE

Has this firm been certified as an ESB, or a minority, women or disabled veteran business enterprise?

___ No ___ Yes If YES specify Certifying Agency

Please attach a copy of your certification.

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, corporation or other entity 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 individual owner 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 this Certificate.

3. INCORPORATION

This Certificate shall be incorporated into the resulting Contract, if any, between the City and the Contracting Entity. Upon execution of the Contract, 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, and/or a withholding of payments due the Contracting Entity, if any.

Block 1 Contracting Entity		Block 2 Description
Name		RFP 2026-09 Housing Needs Assessment and Action Plan
Address		
Telephone		
EIN or DUNS		

BLOCK 3	TYPE OF BUSINESS
☐ Individual ☐ Other:	☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust

EXHIBIT "B"
CERTIFICATE - DISCLOSURE OF 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 directly or indirectly 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.			

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

Name: _____

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

2. Provide recent examples of contracts similar in size and scope that have been completed in the past five (5) years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

Example Contract 1:

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

Brief Description of Contract Scope:

Term of Contract (Base plus Option Years): _____
Year of Base Contract Award: _____ Year Contract Completed: _____
Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____
Did the contract contain a liquidated damages clause? ☐ YES ☐ NO
If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

EXHIBIT "C"
QUALIFICATIONS AND EXPERIENCE OF 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 the 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 the 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 Respondent 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 such Respondent nor any of its officers, partners, 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 for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such Contract, 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; and
- (5) The Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, employees, or parties including this affiant.

(Signed): _____
Title: _____