



CITY OF LAS VEGAS
REQUEST FOR STATEMENTS OF QUALIFICATION
INSTRUCTIONS TO OFFERORS

1. Method of Award

This is a Request for Statements of Qualification (RSOQ) which is a Solicitation subject to evaluation and/or negotiation by an evaluation committee established by the City of Las Vegas (City). This solicitation type is exempt from the requirement to award to the lowest responsive and responsible bidder and is subject to the award criteria and related requirements specified in this Solicitation.

2. Official Documents

Solicitation documents must be obtained from the City's official on-line proposal submittal system, the Nevada Government eMarketplace website (NGEM) at ngemnv.com. Any source other than NGEM may be inaccurate or incomplete. Prospective Offerors and/or responding Offerors assume any and all risks associated with their reliance on such unofficial documents, including but not limited to, rejection of their submittals.

3. Definitions

As used throughout this document, the following definitions shall apply:

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| (a) Addendum | A published revision to the Request for Statements of Qualifications (RSOQ). |
| (b) Artist | Individual, partnership or corporation that is responsible for the performance of services under a contract awarded by the City. |
| (c) Artwork | The final Deliverable; a work of visual art. |
| (d) City | The City of Las Vegas. |
| (e) City Council | The governing body of the City of Las Vegas. |
| (f) Close Date | Due date for SOQ submission. |
| (g) Contract | Contract including Supplier Response, General Conditions, Special Conditions, Scope of Work and applicable Exhibits and Addenda, which is finalized and executed by the Successful Offeror(s) and the City. |
| (h) Deliverable | Any report, software, hardware, data, documentation or other tangible item that the Successful Offeror is required to provide to the City under the terms of a Contract. |
| (i) NRS | The Nevada Revised Statutes, as they may be amended from time to time. |
| (j) Notice of Award | Letter issued by the City notifying the Successful Offeror that award of a Contract has been approved by the City Council or its designee, and enclosing the Contract for execution and return to the City. |
| (k) Offeror | Individual or firm that submits an SOQ in response to this RSOQ. |
| (l) Prospective Offerors | Individuals or firms who have reviewed the RSOQ. Also called Participants. |
| (m) Purchasing & Contracts Representative | Individual designated in the RSOQ as the person to whom all inquiries should be addressed, beginning with the issuance of the RSOQ and ending with award of a Contract, or cancellation of the RSOQ if no contract is awarded. |

- (n) Solicitation Refers to the RSOQ and represents the City's request for the services identified in accordance with the terms and conditions specified herein. The term is used interchangeably with RSOQ and includes the Instructions, Scope of Work, Special Conditions, General Conditions, Forms, Exhibits, Attributes, Addenda, and any other documents issued by the City through NGEM for the services specified herein.
- (o) Statement of Qualification (SOQ) A complete and properly signed Supplier Response submitted in accordance with the RSOQ.
- (p) Successful Offeror(s) The individual(s) or firm(s) offered a Contract by the City of Las Vegas.

4. SOQ Submission

- (a) Offerors assume all costs associated with submission of a SOQ including any subsequent potential negotiation or interview costs.
- (b) Offers must be valid for a minimum of one hundred twenty (120) days after the Close Date.
- (c) Offerors are solely responsible for ensuring they have reviewed all Addenda and are using the most current forms and information when submitting their SOQ.
- (d) A business license is not required to provide a Proposal to the City. Prior to award, however, the Successful Offeror may need a City of Las Vegas business license, as determined by the Business Licensing Division. Information concerning City business license requirements and fees may be obtained by visiting <http://www.lasvegasnevada.gov/businesslicense> or calling (702) 229-6281.

5. Inquiries, Addenda, and Prohibitions

- (a) All questions regarding this RSOQ must be directed to the Purchasing & Contracts Representative named on the **Event Details Tab**. All Participants and Offerors shall initiate all contact with the City through this designated Purchasing & Contracts Representative beginning with the issuance of the RSOQ and ending with the award of any Contract, or the cancellation of the RSOQ if no Contract is awarded.

This will help to ensure that Participants and Offerors do not violate **Prohibited Acts** as defined in NRS 332, and that all issues are appropriately coordinated and addressed. *Communication between Prospective Offerors, Offerors and non-purchasing City staff regarding this solicitation may result in disqualification and/or other penalties.*

- (b) Offerors should thoroughly review the entire Solicitation, and submit written questions no later than the **Questions Due Date**, as specified on the **Activities Tab**.
- (c) Offerors shall not take advantage of any apparent error or omission in the Solicitation. ***If an error or omission is discovered, the Prospective Offeror and/or Offeror shall immediately notify the Purchasing and Contracts Representative.***
- (d) The City reserves the right, when considered necessary or appropriate, to respond to questions or modify this Solicitation. Such responses or modifications, if any, shall be in the form of an Addendum which shall only be issued through NGEM. The City is not bound by any oral representations, clarifications or changes made in connection to the Solicitation by the City's employees, agents or consultants, unless in the form of a properly issued Addendum.
- (e) Offeror is responsible for ascertaining the issuance of any Addenda prior to the **Close Date** and time. All Participants will be notified through NGEM of any addenda. The Offeror is solely responsible to review and correlate the contents of each Addendum before submitting their Response by the established **Close Date** and time.

In the event of a material change, the City, at its sole discretion may unsubmit all submitted Responses prior to the **Close Date** and time. It is the Offeror's responsibility to acknowledge the material change and resubmit their SOQ.

- (f) Any evidence of agreement or collusion among Offerors and/or Prospective Offerors acting to restrain freedom of competition will render the submittals of such Offerors void.
- (g) If disclosure of proprietary information or any other information is made or permitted in advance of the **Close Date** to any Offeror which would provide an advantage over other Prospective Offerors, all SOQs received shall be void.

6. RSOQ Close Date & Time

- (a) SOQs submitted electronically via NGEM are due no later than 1:30 p.m. local time in Las Vegas, Nevada, on the **Close Date** specified on the **Event Details Tab**. The **Close Date & Time** specified on the **Event Details Tab** shall take precedence over any reference to the **Close Date** published elsewhere.

Under NGEM Terms of Use, "submitted" means that the Offeror has (i) provided all required responses and attachments (ii) digitally signed the SOQ on the **Response Submission Tab** and (iii) received a confirmation after clicking the **Submit Response** button. After the deadline has passed, the system will not allow Offerors to submit and the server clock will govern. Partial SOQs will not be accepted.

- (b) Technical questions about use of the NGEM website should be directed to Purchasing & Contracts at 702-229-6231 or to the Purchasing & Contracts Representative named on the **Event Details Tab**, Monday-Thursday from 7:00 a.m. – 5:00 p.m. Pacific Time.
- (c) Offerors are solely responsible for the timely submittal of SOQs.

7. Evaluation Disclosures

- (a) This RSOQ is subject to the restrictions set forth in NRS 332, which address the conduct of evaluators the governing body, its authorized representative, and responding Offerors; prohibited acts and penalties; as well as the protection of information associated with the RSOQ process. Offerors may review the pertinent statutes (NRS 332.025, NRS 332.061, NRS 332.800, NRS 332.810, NRS 332.820) at: <https://www.leg.state.nv.us/NRS/>. Persons who violate certain provisions of these NRS sections are subject to established Penalties, including but not limited to fines and/or imprisonment.
- (b) The NRS definition of "evaluator" extends beyond individuals actually reviewing SOQs. NRS 332.025 provides the following definition: "Evaluator" means an authorized representative, officer, employee, representative, agent, consultant or member of a governing body who has participated in (i) the evaluation of Solicitations; (ii) negotiations concerning purchasing by a local government; or (iii) the review or approval of the award, modification, or extension of a contract.
- (c) A committee will conduct an evaluation of timely received SOQs. Each evaluator must certify that they have read NRS Chapter 332 restrictions on "evaluators" and "bidders" (Offerors), that they will abide by the restrictions during and after the evaluation, and that they have no direct or indirect personal interest in the award of any potential contract.
- (d) Before a Contract is awarded, NRS 332.810 prohibits a responding Offeror or an officer, employee, representative, agent or consultant of the Offeror from: (i) making certain offers of employment or business opportunities to an "evaluator" or member of the governing body, (ii) offering money, a gratuity, or other thing of value to an "evaluator" or member of the governing body, and (iii) soliciting or obtaining any proprietary information or other non-public information, regarding the Contract from an officer, employee, or member of the governing body.

Pursuant to NRS 332.820, evidence of agreement or collusion among Prospective Offerors and responding Offerors acting to restrain freedom of competition by agreement to respond/offer a fixed price, or otherwise, shall render the responses/offers of such responding Offerors void. Advance disclosure of any information to any responding Offeror which would give that responding Offeror any advantage over any other Prospective Offeror shall operate to void all SOQs received in response to the RSOQ.

- (e) Offerors are reminded that a designated Purchasing & Contracts Representative is named on the **Event Details** page, and is the Offeror's only permissible point of contact during the solicitation, evaluation and award processes.

8. Confidential Information

- (a) The City is a public agency subject to the public disclosure provision of the Nevada Public Records Law codified in NRS 239. Public records are subject to inspection and copying by the public unless expressly declared by law to be confidential or the requested disclosure is for information determined not to be a public record. Pursuant to the provisions of NRS 332.061(2), a Solicitation that requires negotiation or evaluation is protected from public disclosure until the SOQ is recommended for award of a Contract. Because of the provisions of this statute, responding Offerors are advised that once their SOQ is received by the City, the contents will become a public record and nothing contained in the SOQ will be deemed to be confidential. Offerors shall not include any information in their SOQ that is proprietary in nature or that they would not want to be released to the public. Each SOQ submitted to the City must contain

sufficient information to be evaluated and a Contract written without reference to any proprietary information. Price proposals, scopes of work, qualifications and experience *are not* confidential information.

- (b) Offerors must not allege that information is proprietary by incorporating “confidential” or “proprietary” stamps in the SOQs body, headers, or footers, nor include confidential/proprietary information in any sections of the SOQ, other than as directed in the RSOQ instructions.
- (c) In order to protect the City from any violation of NRS 332.061, the City has adopted certain procedures to protect proprietary information of the Offeror. **If the Offeror feels a SOQ cannot be submitted without including proprietary information, they must adhere to the following procedure:**
 - (i) The Offeror must submit the proprietary information concurrent with submittal of the Proposal to the City. Offerors who wish to submit confidential information must contact the Purchasing & Contracts Representative named on the Event Details Tab for submittal instructions.
 - (ii) Confidential Information must be submitted with a letter from the Offeror’s legal counsel describing the documents, representing in good faith that the information in each document meets the definition of proprietary information set forth in NRS 332.025, 332.061 and NRS 600A, and briefly stating the reasons that each document meets such definitions.

If an Offeror fails to comply with the above procedure, the Offeror may be deemed non-responsive and disqualified.

- (d) Upon receipt of such confidential information, the City will determine if the requirements above have been complied with by the Offeror. The proprietary information submitted pursuant to the above procedure may or may not be used by the City for the purposes of evaluating the Offeror’s SOQ and conducting negotiations.
- (e) If a lawsuit or other court action is initiated to obtain the disclosure of the proprietary information, the Offeror having ownership of the proprietary information will be notified of the public disclosure request. The City agrees to withhold release of the proprietary information for a period of ten days after notification has been received by the Offeror of the public disclosure request. Notification will be provided to the individual named on the **Response Submission Tab**. With the expiration of the aforementioned time period, if the Offeror has failed to seek any judicial relief after such notification, the Offeror will be deemed (i) to have consented to the public disclosure by the City, (ii) to have released the City from any wrongful disclosure of such information, and (iii) to have covenant not to sue the City for such public disclosure.
- (f) The Offeror agrees to defend, indemnify and hold the City harmless from any and all liabilities, judgments, fines, penalties, court costs and attorney fees resulting from the wrongful release of the proprietary information or from any legal action filed against the City to obtain the release of the proprietary information.

9. Presentations from Selected Finalists

After SOQs are received by the City, the evaluation team may select Offerors to give a presentation and/or may request further information from Offerors. Failure to provide requested information or a presentation may eliminate an Offeror from further consideration. All costs associated with providing a presentation shall be the responsibility of the Offeror. Presentations may be in person, by video conference or teleconference.

10. Award

- (a) The City is under no obligation to award a Contract(s) for these services. The basis for any potential award would be a review and evaluation of the submitted SOQs, and award would be made to the responsive and responsible Offeror(s) who’s SOQ(s) is most advantageous to the City, quality, and other factors considered. The City may award a Contract, with or without further discussions, to one or more Offerors. Award of any Contract will only be made upon approval of the City Council or its designee. The City reserves the right to reject any and all SOQs received.
- (b) The principal criteria for award will be the following:
 1. Evidence of artistic excellence through the quality of past work;
 2. Qualifications of the Artist;
 3. Resume; and
 4. Documentation and images submitted to support stated qualifications.

- (c) The City reserves the right to consider any other factors when evaluating SOQs when such consideration serves the goals and interests of the City.
- (d) After the **Close Date**, evaluation of SOQs and recommendation(s) of award will be performed by an Evaluation Team which may be made up of any combination of Las Vegas Arts Commission members, City employees, other government employees and community members.

11. Recommendation to Award and Protests – RSOQs

- (a) If the City decides to award a Contract (s), the City will issue a Recommendation to Award notification to all Offerors. In accordance with NRS 332.068, Offerors may protest award of a contract by the City Council or its authorized representative. Offerors will have five (5) business days from notification date to submit the written protest. Prior to any consideration of a protest, the protestor must post a security in the amount of (i) twenty-five percent of the total value of the response submitted by the person filing the notice of protest 25% of the total value of the protestor's bid amount, or (ii) \$250,000, whichever is less. If a pricing proposal is not requested as part of the response and a value for the contract is not stated in the solicitation, \$100,000 will be the established value for purposes of calculating a security amount to be submitted with a protest.

Interested persons may obtain a copy of the protest procedure by contacting the Purchasing Representative named on the Event Detail Tab or by calling the City of Las Vegas Purchasing and Contracts Division at (702) 229-6231.

- (b) Notice of protest of award, must be made in writing to: Manager, Purchasing & Contracts Division, City Hall, 495 S. Main Street, Las Vegas, NV 89101. *The City Council or its authorized representative will not consider any appeal unless the Offeror complies with this procedure.*

12. Notice of Award

- (a) After recommendation of award and upon completion of negotiations, the Purchasing & Contracts Division shall issue a Notice of Award, informing the Successful Offeror of the award and attaching the Contract to be executed by the Successful Offeror(s) and returned to the City.
- (b) A binding Contract will not exist between the parties until:
 - (i) The City has executed the Contract, and
 - (ii) Certificates of insurance and other required documents have been validated as compliant by the City's authorized insurance tracking representative. In preparing the required insurance documentation, Successful Offeror shall refer to the Sample Contract and to the Sample Insurance Documentation.
- (c) The failure to execute and return any documents required in the RSOQ shall cause the City to rescind the award and enter into negotiations with the next highest ranked Offeror.

13. Official, Agent and Employees of the City Not Personally Liable

It is agreed by and between the parties of this RSOQ, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this RSOQ and/or the finalized Contract.

14. Minority, Women, or Disabled Veteran Business Enterprises [CAO-7/24/08]

Minority, Woman-Owned and Disabled Veteran Business Enterprises will be afforded full opportunity to submit in response to this RSOQ and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or expression, age, disability, national origin or any other legally protected status in consideration for an award. Any questions regarding the City's Supplier Diversity program should be directed to 702-229-6231.

15. Certification – No Israel Boycott [CAO 6/11/18]

Pursuant to the requirements of NRS 332.065, the Contract awarded as a result of this Solicitation which exceeds \$100,000 shall include 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. A violation of this Section 16 shall be considered an incurable default and allow the City to immediately terminate any contract upon giving legal notice.

“Boycott of Israel” means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

As used in this Section 16, “Company” means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.