

Mayor  
**Shari L. Buck**

Council Members  
**William E. Robinson**  
**Robert L. Eliason**  
**Anita G. Wood**  
**Richard J. Cherchio**



Acting City Manager  
**Maryann Ustick**

**Purchasing/Risk Management Department**

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February 25, 2010

**CITY OF NORTH LAS VEGAS**  
**BID B-1370 Police Department Uniforms and Equipment**

**Bids will be received** in the Office of the City Clerk, 2200 Civic Center Drive, North Las Vegas, Nevada, 89030 **until 2:00 p.m. on March 31, 2010** and will be publicly opened and read shortly thereafter in the City Council Chamber's at the previous address in City Hall.

**A Pre-Bid Conference** will be held on **March 3, 2010 at 10:00 a.m.** in the City Manager's Conference Room, 2200 Civic Center Drive, North Las Vegas, NV 89032. The purpose of this conference is to discuss the Bid requirements and answer any questions or concerns the prospective bidders may have. Attendees should submit their questions and/or concerns by mail to Renee' Swanson-Buyer, 2200 Civic Center Drive, North Las Vegas, NV 89030 or by e-mail at [swansonr@cityofnorthlasvegas.com](mailto:swansonr@cityofnorthlasvegas.com) . ***The cutoff for questions and answers will be March 8, 2010 by noon Pacific Standard Time. The cutoff for submission of Prior Approved Equals is March 8, 2010 by noon Pacific Standard Time.***

Bid documents can be picked up in the Purchasing & Risk Management Office, Monday through Thursday, 8:00 a.m. - 4:00 p.m. at the address above. Proposal documents may also be accessed at [www.bidsync.com](http://www.bidsync.com), [www.demandstar.com](http://www.demandstar.com) or under the Purchasing/Risk Management Web page [www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com).

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.

Karen L. Storms, CMC,  
City Clerk

**Published Review Journal**  
**February 27, 2010**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID NO. B1370  
POLICE DEPARTMENT UNIFORMS AND EQUIPMENT**

**INSTRUCTIONS TO BIDDERS**

1. **PROJECT SPECIFICATIONS:**

The Bidder/Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Purchasing Manager. The Purchasing Manager will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Specifications and Plans.

2. **EXPLANATION TO BIDDERS:**

Any explanations desired by Bidders regarding the meaning or interpretation of specifications must be requested in writing or via e-mail and with sufficient time allowed for a reply to reach them before submission of their bids. Oral explanations given before the award of the contract will not be binding. Any written interpretation made will be furnished to all BIDDERS and its receipt by the BIDDER will be acknowledged.

Interpretation of the meaning of the plans, specifications or other pre-bid documents will not be binding if presented to any BIDDER orally. Every request for such interpretation should be in writing addressed to Renee' Swanson, Buyer, [swansonr@cityofnorthlasvegas.com](mailto:swansonr@cityofnorthlasvegas.com), or City of North Las Vegas, Purchasing and Risk Management, 2200 Civic Center Drive, North Las Vegas, NV 89030. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of written addenda to the specifications which, if issued, will be mailed to all known perspective BIDDERS. Failure of any BIDDER to receive any such addendum or interpretation shall not relieve such BIDDER from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

3. **BIDDER'S UNDERSTANDING:**

At the time of the opening of bids, each Bidder will be required to have considered all pertinent licensing, laws and regulations, and to have read and to be thoroughly familiar with the Bidding Documents (including all addenda). The failure or omission of any BIDDER to examine any form, instrument or document shall in no way relieve any BIDDER from any obligation in respect of his bid.

It is further agreed that the lump sum prices may be increased to cover additional work ordered but not shown on the Bidding Documents. Similarly, they may be decreased to cover deletion of work so ordered.

4. **PREPARATION OF BIDS:**

Bids must be prepared on the bid forms provided herein. Bidders may request withdrawal of a posted sealed bid prior to the bid opening time provided the request is made to the City Clerk's Office. No bid may be withdrawn for a period of sixty days after the bid opening.

5. **CORRECTED BID AMOUNT:**

The extended bid amount will be calculated by multiplying the quantity by the unit price. If the extended price on the bid form is incorrect, it will be corrected by the Purchasing Division and the bidder will be notified of the correction. In the event of an error the unit price shall prevail.

6. **BID PROTESTS:**

Any individual or company who bids on the contract may file a notice of protest regarding the award of the contract. The protest must be submitted in writing to the City Clerk within five (5) business days after the date on which bids were opened. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the contract documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of: twenty-five (25) percent of the total value of the bid submitted by the person filing the notice of protest; or two hundred fifty thousand dollars (\$250,000).

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

7. **LICENSES:**

All BIDDERS must have appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of bids for this project. All bids received in violation of this law shall be rejected and returned to the BIDDER.

8. **SUBMISSION OF BIDS:**

Bid documents may be submitted as follows:

A. When possible, each bid document must be submitted in a sealed envelope of adequate size, show the BIDDER'S name and address and be marked "Bid Number "B1370 Police Department Uniforms and Equipment", with the name of the bid number, to clearly indicate its contents.

B. When sent **by mail**, the sealed **bid document must be addressed to the City Clerk, City of North Las Vegas, 2200 Civic Center Drive, North Las Vegas, Nevada 89030 in whose Office the bids are to be received.** Be sure to include the Bid number on the outside of the sealed envelope.

C. All bids shall be filled out in completion, prior to the time and at the place specified in the "Invitation to Bid". Bids received after the time for opening of bids will be returned To the BIDDER unopened.

D. Bidder shall submit one original bid document, duly signed and 3 CD copies of the bid.

9. **PUBLIC OPENING:**

Bids will be opened and read publicly at the time and place indicated in the "Invitation to Bid". The BIDDERS, their authorized agents and public are invited to be present.

No responsibility will attach to any OWNER official for the pre-opening of, or the failure to open, a bid not properly addressed or identified.

10. **PRE-QUALIFICATION OF BIDDERS:**

The low BIDDER may be required to file prior to award of contract, an experience questionnaire and confidential financial statement which must be a complete report of the financial resources and liabilities, equipment, past record, personnel or organization and experience.

11. **CONSIDERATION OF BIDS:**

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule. The results of such comparisons will be made available to the public as soon as feasible. In the event of a discrepancy between the unit price and extended figure, the unit price shall govern. The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if in the judgment of the OWNER the best interest of the City will be promoted.

12. **AWARD OF CONTRACT:**

The award of contract, if it be awarded, will be to the lowest responsive and responsible BIDDER whose bid document complies with all the requirements prescribed. The award, if made, will be within sixty (60) days after opening proposals. The successful BIDDER will be notified, by letter mailed to the address shown on his offer, that his bid has been accepted.

The Purchasing Manager will issue a Purchase Order which in conjunction with the attached executed contract, will authorize the successful BIDDER to furnish, deliver, install and invoice for items specified in this bid.

The City reserves the right to award the contract as, all or none or any part thereof, including any bid item, additive alternate, additive item, separate bid schedule, or reduce the unit quantity for any bid item, prior to award.

A responsive bid must conform in all respects to the conditions of the "Invitation to Bid" and to the "Instructions to BIDDERS". To be considered responsible, a BIDDER must establish, to the satisfaction of the OWNER, as a minimum, that he has (a) adequate financial resources to meet his contract obligations and will maintain same for the Contract period; and (b) satisfactory past performance and the necessary experience and technical qualifications in the type of work provided in the Plans and Specifications.

The LOWEST BID is the bid submitted with the lowest summation of ALL bid schedules, additive alternates, and deductions.

13. **TERMS OF THE AGREEMENT:**

This AGREEMENT commences upon the date it is approved by the CITY and shall end one (1) year thereafter with the option to renew for two one-year periods.

14. **EQUIPMENT SUBSTITUTIONS:**

In preparing these specifications, the Engineer has named those products, which to its knowledge meet the specifications and are equivalent in construction, functional efficiency, and durability.

Wherever catalog numbers, specific brands or trade names followed by the designation "**or equal**" are used in conjunction with a specific piece of equipment in these specifications, they are used to establish the standards of quality and utility required.

15. **BRAND NAME (OR EQUAL) TO ESTABLISH STANDARD:**

A. Unless stated otherwise within this bid, wherever in the Invitation any item required to be furnished is mentioned by a brand name or a manufacturer's name is given, it is intended to establish a standard of quality or type of material desired and not to restrict the use of other materials which are of equal quality or type. Bidders who do not specify a different manufacturer or number will be required to furnish items exactly as specified.

B. **If a Bidder would like to propose materials/items other than specified, he/she may have the privilege, at any time UNTIL March 8, 2010 by 12:00 p.m. Pacific Standard Time.** Approved equal submissions must be in writing, addressed to the Purchasing Department. All requests shall be accompanied by two (2) sets of the manufacturer's literature, specifications, drawings, cuts, performance data, etc., where same is necessary to completely describe the product. If the individual request is not accompanied by the appropriate documentation the request will be denied. If approved, a written approval will be issued through an addendum. It is hereby understood and agreed by all Bidders that all bids will be based upon materials and equipment as specified or approved via addendum as acceptable.

C. **The City of North Las Vegas alone shall determine if a substitute item is equal to what was requested and the decision will be final. The vendor shall be notified prior to the bid opening to ensure the product has been approved and vendor can submit an actual bid price for that item.**

D. The City of North Las Vegas reserves the right to consider bids not in exact accordance with the specifications.

16. **EQUAL EMPLOYMENT OPPORTUNITY:**

Attention of BIDDERS is particularly called to the requirement for insuring that employees and applicants for employment are not discriminated against because of their race, color, creed or national origin.

17. **PROVISIONS PROVIDED BY LAW DEEMED INSERTED:**

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 BIDDER'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 and they will be deemed to be included in the contract the same as though herein written out in full.

18. **CANCELLATION OF CONTRACT:**

The OWNER reserves the right to cancel the award or execution of any contract at any time before the Purchase Order has been issued without any liability or claims thereof against the OWNER.

19. **METHOD OF AWARD:**

Award will be made to the lowest responsive and responsible Bidder.

20. **DELIVERY REQUIREMENTS - F.O.B. DESTINATION POINT:**

All prices shall be **F.O.B. Destination to City of North Las Vegas, Police Department Resource Management Office located at 2285 Constitution Way Gate 7/8, North Las Vegas, NV 89030**. All prices shall include storage, delivery, labor, materials and unloading. *The hours of operation are Monday-Thursday 7:00 a.m. to 5:00 p.m. (PST).*

21. **NOTICE OF DELIVERY:**

City shall be given **five (5) calendar days notice prior to delivery**. Notify **Ruby Johnson** at telephone number **(702) 633-1709**.

22. **NOTICE OF AWARD:**

Award of contracts will be by "Purchase Order" together with the executed Contract document.

23. **WORKMEN'S COMPENSATION INSURANCE:**

This section not used.

24. **ASSIGNMENT:**

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract without permission of the City.

25. **TAXES:**

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

26. **INDEMNITY:**

The successful bidder 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 bidder's performance on this project.

27. **EXCEPTIONS:**

Each BIDDER will list on a separate sheet of paper any exceptions to specifications and attach it to their bid.

28. **ESCALATION:**

**Prices may be increased by not more than 3% in each subsequent model production year.**

29. **WARRANTY:**

Warranty period against defects in material or workmanship will be for a minimum of twelve (12) months on all parts, systems, attachments and/or accessories.

30. **NEW EQUIPMENT:**

The Bidder shall guarantee that the equipment submitted shall be new and shall be of first quality as to workmanship and materials. All notifications shall be made at the factory.

New equipment is defined as equipment that is made up completely of unused genuine original material.

31. **ADDITIONAL UNITS:**

The City reserves the right to purchase additional units in accordance with Nevada Revised Statute 332.

32. **LOCAL OFFICES REQUIRED FOR UNIFORMS**

**If you plan on bidding on the Police Uniforms you must have an office located in the Las Vegas vicinity. Due to fitting requirements, we ask that you have local representation for these items.**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID NO. B1370  
POLICE DEPARTMENT UNIFORMS AND EQUIPMENT**

		<b>Uniform, Badges and Duty Gear Master List</b>				
<b>ITEM NO.</b>	<b>Vendor Part No.</b>	<b>Product Description</b>	<b>Quantity Issued per Employee</b>	<b>Estimated Annual Use</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>
		<b>Police Academy Staff - TAC Officers</b>				
1	29L	Long sleeve T shirt - Black - with Police Academy Screen printing per specifications	4			
2	29M	Short sleeve T shirt - Black - with Police Academy Screen Printing per specifications	4			
3	562M	Jerzee Sweatshirt- Black - silk screened INSTRUCTOR per specifications	2			
4	34070T	5.11 Class B Pant - Navy	4			
5	K431	Port Authority - Cypress Green Polo Shirt with patches and embroidery per specifications	4			
6	S327	Spiewak Jacket - Black - per specification	1			
		<b>Police and Detention Officer Uniform Items</b>	-			
		<b>Patrol Uniforms</b>	-			
7	8910	Blauer Class Act 75/25 Poly Wool Blend Short Sleeve Shirt - Navy	4			
8	8900	Blauer Class Act 75/25 Poly Wool Blend Long Sleeve Shirt - Navy	4			
9	856/P7	Blauer Class Act 7 pocket Poly Wool 75/25 Trouser - Navy	2			
10	32289/35289	Fechheimer 100% Wool Pant - Navy - oversize 44 -52	2			
11	Q51-63	Clip On Tie - Navy	1			
12	50BSPRC	Reeves Name Bars	2			
13	8650	Blauer Polyester Trousers (for officers with wool allergies)				
14	8600Z	Blauer Long Sleeve Polyester Shirt (for officers with wool allergies)				

Item No.	Vendor Part No.	Product Description	Quantity Issued per Employee	Estimated Annual Use	UNIT PRICE	TOTAL COST
		<b>Patrol Uniforms (Continued)</b>	-			
15	8610Z	Blauer Short Sleeve Polyester Shirt (for officers with wool allergies)				
16	41133 - 750	5.11 Tactical Men's B Class Poly/Wool Short Sleeve Shirt - Midnight Navy	4			
17	42148 - 750	5.11 Tactical Men's B Class Poly/Wool Long Sleeve Shirt - Midnight Navy	4			
18	31024-750	5.11 Tactical Women's B Class Poly/Wool Short Sleeve Shirt - Midnight Navy	4			
19	32049-750	5.11 Tactical Women's B Class Poly/Wool Long Sleeve Shirt - Midnight Navy	4			
20	44060-750	5.11 Tactical Men's B Class Poly/Wool Uniform Pant - Midnight Navy	4			
21	34072-750	5.11 Tactical Women's B Class Poly/Wool Uniform Pant - Midnight Navy	4			
		<b>Jacket (Police, Detention, Animal Control, Traffic, CSO)</b>				
22	HS3334	VF Imagewear NorthFace Jacket with Police Dropdown package - 2XL, 3XL	1			
		<b>Badge</b>	-			
23	XGCB38B	Custom Uniform Pin on Badge	1			
		<b>Rain Jacket</b>				
24	1600J-10160-01-1	Neese Rain Jacket with Hood - POLICE Screened 4"	1			
		<b>Duty Gear - Bianchi</b>				
25	BIA 7323-22703	Universal Radio Holder	1			
26	BIA 6406-15635	Belt Keepers - 4 pk.	1			
27	BIA 7307-18204	MK IV Mace Holder	1			
28	BIA 7317S-18771	Double Cuff Case	1			
29	BIA 7205-17705	Belt Liner (X Small) (17706 Small, 17707 Medium, 17708 Large)	1			
30	BIA 7200 17379	Duty Belt (X Small) (17380 Small, 17381 Medium, 17382 Large)	1			

Item No.	Vendor Part No.	Product Description	Quantity Issued per Employee	Estimated Annual Use	UNIT PRICE	TOTAL COST
		<b>Holsters - Safariland</b>				
31	SAF 6280-83-131	Safariland Mid-Ride Level II retention holster - right hand, STX Tac Finish	1			
32	SAF 6280-83-132	Safariland Mid-Ride Level II retention holster - left hand, STX Tac Finish				
33	SAF 6280-283-131	Safariland Mid-Ride Level II retention Holster-right hand, STX Tac Finish				
34	SAF 6280-283-132	Safariland Mid-Ride Level II retention Holster-left hand, STX Tac Finish				
35	SAF 6280-383-131	Safariland Mid-Ride Level II retention Holster-right hand, STX Tac Finish				
36	SAF 6280-383-132	Safariland Mid-Ride Level II retention Holster-left hand, STX Tac Finish				
37	SAF 6001-1	Sentry Lock for right handed holster	1			
38	SAF 6001-2	Sentry Lock for left handed holster				
		<b>Bianchi Mag Pouches</b>				
39	BIA 7302-18473	Nylon Hidden Snap Mag Pouch Glock 21SF	1			
40	BIA 7302-18472	Nylon Hidden Snap Mag Pouch Glock 35				
41	BIA 7302-18472	Nylon Hidden Snap Mag Pouch Glock 19				
		<b>Monadnock Batons</b>				
42	MON 9121	Monadnock 26" Autolock baton foam grip (22" option part number MON9130)	1			
43	MON 3034	Monadnock Swivel Holder	1			
		<b>Handcuffs</b>				
44	PHC 4801	PEERLESS NICKLE HINGED HANDCUFF				

Item No.	Vendor Part No.	Product Description	Quantity Issued per Employee	Estimated Annual Use	UNIT PRICE	TOTAL COST
		<b>Traffic/Motor Officers</b>				
45	34236	Fechheimer Motor Breeches w/ 1/2" silver braid down sides - Dark Navy	4			
46	905L	All American Lace Up Motorboot with Lug sole	1			
47	8130-04	Blauer Short Sleeve Polo Shirt per specifications - no screen printing	2			
48	8140	Blauer Long Sleeve Polo Shirt per specifications - no screen printing	2			
49	S69 RAID PL	Custom Law Enforcement Raid Vest with Screening on Back and Front, Badge patch, name tape and custom pockets with zipper - For Traffic and CSI	1			
50	0352-RYL	Mocean Short sleeve Vapor Polo Shirt (for training)	1			
51	02-844	Shoei Multi-Tec full face Helmet - Custom Painted with department decal under clear coat, helmet kit, radio headset and quick release	1			
52	S1608V-26-461	Super Seer 1/2 Shell Vented Helmet with helmet kit, P buttons, Black visor, cable and quick release	1			
53	3740N	Silver Motor Wings - pr.	1			
54	XBCB38B	Custom Traffic Helmet Piece - badge for 1/2 shell and 3/4 shell helmet	1			
		<b>PSU - Bike Officer Uniforms (full time)</b>				
55	48016-724	5.11 Response Jacket with Police velcro patches – Navy per specifications	1			
56	S49 220	Law Pro Zip Off Leg Bike Pants - Navy	2			
57	8130-04	Blauer Short Sleeve Polo - Navy with screen printed POLICE on back, patches and embroidery per specifications	2			

Item No.	Vendor Part No.	Product Description	Quantity Issued per Employee	Estimated Annual Use	UNIT PRICE	TOTAL COST
		<b>PSU - Bike Officer Uniforms (full time) (Continued)</b>	-			
58	8140	Blauer Long Sleeve Polo Shirt - Navy with screen printed POLICE on back, patches and embroidery per specifications	2			
59	114878	Bell Solar Bike Helmet - White	1			
60	74003-724	5.11 TDU Poly/Cotton Rip Stop Pant - Navy <b>( PSU 4 each, Traffic Fatal Inspectors 4 each, CSI 2 each)</b>	4			
61	71001-724	5.11 TDU Poly/Cotton Rip Stop Long Sleeve Shirt - Navy <b>(PSU and Traffic Fatal Inspectors)</b>	2			
62	72002-724	5.11 TDU Poly/Cotton Rip Stop Short Sleeve Shirt <b>(PSU and Traffic Fatal Inspectors)</b>	2			
		<b>Bike Officer Uniforms (part time)</b>	-			
63	S49 220	Law Pro Zip Off Leg Bike Pants - Navy	1			
64	8130-04	Blauer Short Sleeve Polo - Navy with screen printed POLICE on back, patches and embroidery per specifications	1			
65	114878	Bell Solar Bike Helmet - White	1			
66	S48 211	Law Pro Centurion Duty Jacket - Navy	1			
		<b>CSO Uniforms (CO Scanner - Polo Only)</b>				
67	41060	5.11 Short Sleeve Polo Shirt - Navy	4			
68	42056	5.11 Long Sleeve Polo Shirt - Navy	4			

Item No.	Vendor Part No.	Product Description	Quantity Issued per Employee	Estimated Annual Use	UNIT PRICE	TOTAL COST
		<b>CSO Uniforms (CO Scanner - Polo Only) CONTINUED</b>				
69	S22 22	Law Pro EMT/Police Utility Trouser - Navy (Ladies Style S22 27)	4			
		<b>Special Operations BDU's</b>				
70	72157-182	5.11 Tactical Shirt Long Sleeve Cotton Shirt - OD Green	4			
71	71152-182	5.11 Tactical Short Sleeve Cotton Shirt - OD Green	4			
72	74251-182	5.11 Tactical Cotton Pant - OD Green	4			
73	48017-878	5.11 Tactical 5-in-1 Jacket - Forest Green	1			
74	Anvil or Hanes	Black Short Sleeve Mock Turtleneck T shirt w/ POLICE screen print front and back	2			
75	Anvil or Hanes	Black Long Sleeve Mock Turtleneck T shirt w/ POLICE screen print front and back	2			
		<b>Special Operations - Protective Gear</b>				
76	HAT NH6500	Hatch Nomex Hood, Black w/ BIB	1			
77	HAT KP250-BLK	Hatch Centurion Knee Pads - Black	1			
78	HAT EP300	Hatch Elbow Pads - Black	1			
79	HAT SOG-L100	Hatch Operator Gloves - Black	1			
80	PRO F5201380001	BDU Pant - Black Poly/Cotton Rip Stop	1			
81	HAT TNS75	Neoprene Shin Guards - Black	1			
82	UA2N	Gibson and Barnes Flightsuit (ordered only as needed)	1			
		<b>Animal Control Uniform</b>				
83	45W6625	Flying Cross Deluxe Tropical Short Sleeve Shirt - Medium Blue	4			
84	95R6625	Flying Cross Deluxe Tropical Long Sleeve Shirt - Medium Blue	4			

Item No.	Vendor Part No.	Product Description	Quantity Issued per Employee	Estimated Annual Use	UNIT PRICE	TOTAL COST
<b>Animal Control Uniform (Continued)</b>						
85	S22 22	Law Pro EMT/Police Utility Pant - Navy	4			
86	5506	Magnum Phantom V-lite 6" boot with side zip - Black	1			
<b>Crossing Guards</b>						
87	S22 102	Dickies 65/35 Flat Front Uniform Pant - Navy	2			
88	S33 100	Law Pro Short Sleeve Shirt - White	1			
89	S31 200	Law Pro Short Long Shirt - White	1			
90	4375	Hartwell 3 Season Parka/Jacket - Red	1			
91	C836	Port Authority High Vis Safety Cap w/Reflective Stripes - High Vis Yellow	1			
92	LUX-KCR	Occulux/Occunomix High Vis Knitted Stocking Cap w/ reflective stripe - Yellow	1			
93	HVG708skbs	PVC dotted knit gloves - high vis Lime	1			
94	O-SSAE18	Double Sided Stop Sign Paddle	1			
95	J11	Xstamper custom engraved name badge - red w white lettering	1			
96	G86020	Onguard PVC overboot	1			
97	NV1820JH	Neese Rain Jacket with hood with Crossing Guard Screen Print (oversize 3x-6x \$14.50)	1			
98	NV110V	Neese Woven Hi Vis Vest Break Away design with Crossing Guard Screen Print front and back	1			
<b>Chaplains</b>						
99	41060	5.11 Professional Polo, Short Sleeve with soft patch, Embroidery and Screen printing - Navy or White	1			

Item No.	Vendor Part No.	Product Description	Quantity Issued per Employee	Estimated Annual Use	UNIT PRICE	TOTAL COST
		<b>Chaplains Continued</b>				
100	S48 120	Law Pro Windbreaker with flannel lining – screen printed CHAPLAIN and Logo on front	1			
		<b>Citizens Academy - Staff and Civilians</b>	-			
101	A4600	Anvil 50/50 Jersey Polo Shirt with screen printed badge - Civilians	1			
102	K500-L500	Port Authority Silk touch sport shirt w/ embroidered badge and 2 lines of embroidered text –Staff	1			
		<b>Commissary Staff Polo Shirts</b>	-			
103	K500-L500	Port Authority Silk touch sport shirt w/ embroidered badge and 1 line of embroidered text	4			
		<b>Narcotics</b>	-			
104	S58 204	Law Pro Short Sleeve Mock Turtleneck with POLICE Screen printing Oversize 2x and 3xL	2			
105	Anvil or Hanes	Law Pro Short Sleeve Mock Turtleneck with POLICE Screen printing per specifications	2			
106	520138001	Propper 6 pocket BDU 65/35 Black - oversize charges 3XL, 4XL	2			
107	Gibson & Barnes	Nomex Jumpsuit	1			
108	Hatch	Nomex Gloves	1			
109	Hatch	Nomex Bib	1			
		<b>K-9 Officer TDU Uniforms</b>				
110	74003	5.11 TDU Poly/cotton Rip Stop Pant - Dark Navy	4			
111	72002	5.11 TDU Poly/cotton Rip Stop Long Sleeve Shirt - custom spec - Dark Navy	4			
112	72001	5.11 TDU Poly/cotton Rip Stop Short Sleeve Shirt - per custom specifications - Dark Navy	4			
		<b>Honor Guard Dress Uniform</b>				
113	custom	Marlowe White - Hi collar Honor Guard Coat - Navy including alterations	1			
114	custom	Marlowe White - Honor Dress Trouser with Silver metallic braid - Navy	1			
115	custom	Special Order Silver Metallic shoulder Cord	1			

Item No.	Vendor Part No.	Product Description	Quantity Issued per Employee	Estimated Annual Use	UNIT PRICE	TOTAL COST
		<b>Honor Guard Dress Uniform CONTINUED</b>				
116	custom	Sam Browne Belt - High Gloss Black/Nickel	1			
117	custom	High Gloss Black Belt Keepers - set of 4	1			
118	custom	Sam Brown Shoulder Straps - High Gloss Black/Nickel	1			
119	custom	High Gloss Black holster	1			
120	custom	Hat – Bayly Blue Service Hat with silver metallic piping and silver metallic band and chinstrap	1			
		<b>Command Staff Dress Uniform</b>				
121	custom	Marlowe White - Command Staff 4 button Custom Dress coat - Navy including alterations	1			
122	custom	Marlowe White - Command Staff Dress Pant - Navy	1			
123	custom	US Navy - Command Staff White Uniform Dress Shirt	1			
124	custom	Bayley - Modified Pershing Navy Dress hat with Scrambled Eggs on Visor per specifications - Navy	1			
125	custom	Hat Badge	1			
		<b>Ballistic Vest Carrier (Detectives and PIO)</b>	-			
126	Vest cover	Raid Garment Carriers for Body Armor - with police ID Panels (for Second Chance and Gatorhawk Armor)	1			
		<b>Detention, K-9, SRT, CO Scanners, (Armorers - pant only) (no long sleeve for SRT)(Scanners 2 short sleeve and 2 pants)</b>				
127	74003	5.11 Tactical TDU Pants - Navy (Khaki or Olive Drab for Armorers, Khaki for Scanners)	4			



**INVITATION TO BID NO. B1370  
CITY OF NORTH LAS VEGAS  
POLICE DEPARTMENT UNIFORMS AND EQUIPMENT**

**2008/2009 USAGE REPORTS**

**These reports have been provided to give you an *estimated quantity* of past history.**

***However, the City of North Las Vegas makes no guarantees as to actual quantities that will be ordered.***

Covers: 7/1/2008 - 6/30/2009

**ABSOLUTE EQUIPMENT**

ITEM	DESCRIPTION	QTY
3027	DEF 3027 12 Gauge ST	25
set6mollep	prt set of 6 molle p	5
8901	DEF 8901 25 RELOADS	72
1032	DEF 1032 TRI CHAMBER	9
2040	DEF 2040	10
6153	DEF0153 40MM LONG	4
PLTIIISPMC10X	PRT PLT-III SP MC 10X	7
Z22 PT20 RED KAP	Trousers, Poly/CTN, Navy	67
Z23 122ANVIL	Shorts, Navy, Large	30
Z33 S924 REDKAP	Short Sleeve E Shirt N	24
Z49 1200 GILDAN	Pullover Sweatshirt, NVY	20
Z49 18200 GILDAN Z58	Sweatpants, Navy Large	10
GIL20000GILDAN	T-Shirts, Navy Large	60
GIL 2400	Navy L/S T-Shirt w/Academy Logo	
BOO 2	Navy Academy Hat w/Screen Print Logo	
REEVES	Silver Engraved Name Bar	

**END OF ABSOLUTE EQUIPMENT**

**NLVPD Products Purchased Report**

Covers: 7/1/2008 - 6/30/2009

**QUARTERMASTER 09 SUMMARY**

ITEM NO.	DESCRIPTION	QTY
N02 214	LawPro 4-Star Insignia, Small Nickel	3
Q51 63	3" Clip-on Tie, Dark Navy Blue	77
S00000	P.O.S. Returned Item	59
S14 1031 C	Bike Helmet Decal, POLICE in Black Letters	70
S22 10 32	LawPro Fine-Line Uniform Trousers, Md Navy Blue 32	-0
S22 200 34	Dickies Flat Front Uniform Pant, Black 34	2
S22 200 38	Dickies Flat Front Uniform Pant, Black 38	1
S22 201 28	Dickies Flat Front Uniform Pant, Dark Navy 28	18
S22 201 30	Dickies Flat Front Uniform Pant, Dark Navy 30	16
S22 201 32	Dickies Flat Front Uniform Pant, Dark Navy 32	22
S22 201 34	Dickies Flat Front Uniform Pant, Dark Navy 34	50
S22 201 36	Dickies Flat Front Uniform Pant, Dark Navy 36	36
S22 201 38	Dickies Flat Front Uniform Pant, Dark Navy 38	28
S22 201 40	Dickies Flat Front Uniform Pant, Dark Navy 40	28
S22 201 42	Dickies Flat Front Uniform Pant, Dark Navy 42	28
S22 201 44	Dickies Flat Front Uniform Pant, Dark Navy 44	22
S22 201 46	Dickies Flat Front Uniform Pant, Dark Navy 46	12
S22 201 48	Dickies Flat Front Uniform Pant, Dark Navy 48	16
S22 201 56	Dickies Flat Front Uniform Pant, Dark Navy 56	2
S22 22 28	LawPro EMT/Police Utility Trousers,Navy Blue 28	4
S22 22 32	LawPro EMT/Police Utility Trousers,Navy Blue 32	8
S22 22 34	LawPro EMT/Police Utility Trousers,Navy Blue 34	4
S22 22 36	LawPro EMT/Police Utility Trousers,Navy Blue 36	4
S22 22 44	LawPro EMT/Police Utility Trousers,Navy Blue 44	2
S22 25 28	LawPro Elastique Uniform Trousers, Md Nvy Blue 28	3
S22 25 30	LawPro Elastique Uniform Trousers, Md Nvy Blue 30	6
S22 25 32	LawPro Elastique Uniform Trousers, Md Nvy Blue 32	7
S22 25 34	LawPro Elastique Uniform Trousers, Md Nvy Blue 34	1
S22 27 28	LawPro Elastique Uniform Trousers, Slate Grey 28	-0
S22 50 28	LAPD Certified 100% Wool Trousers, Mdnight Navy 28	2
S22 50 30	LAPD Certified 100% Wool Trousers, Mdnight Navy 30	2
S22 50 31	LAPD Certified 100% Wool Trousers, Mdnight Navy 31	2
S22 50 32	LAPD Certified 100% Wool Trousers, Mdnight Navy 32	8
S22 50 33	LAPD Certified 100% Wool Trousers, Mdnight Navy 33	2
S22 50 34	LAPD Certified 100% Wool Trousers, Mdnight Navy 34	23
S22 50 35	LAPD Certified 100% Wool Trousers, Mdnight Navy 35	4
S22 50 36	LAPD Certified 100% Wool Trousers, Mdnight Navy 36	32
S22 50 38	LAPD Certified 100% Wool Trousers, Mdnight Navy 38	24
S22 50 40	LAPD Certified 100% Wool Trousers, Mdnight Navy 40	9
S22 50 42	LAPD Certified 100% Wool Trousers, Mdnight Navy 42	2
S22 500 30	Blauer StreetGear Uniform Trousers, Drk Nvy 30	2

**QUARTERMASTER 09 SUMMARY**

ITEM NO.	DESCRIPTION	QTY
S22 500 38	Blauer StreetGear Uniform Trousers, Drk Nvy 38	4
S22 500 40	Blauer StreetGear Uniform Trousers, Drk Nvy 40	6
S22 500 42	Blauer StreetGear Uniform Trousers, Drk Nvy 42	4
S22 515 34	ClassAct 75/25 Wool Blend Trousers, Dark Navy 34	-0
S22 515 36	ClassAct 75/25 Wool Blend Trousers, Dark Navy 36	-0
S22 515A 28	ClassAct 75/25 7-Pocket Trousers, Drk Nvy 28	3
S22 515A 30	ClassAct 75/25 7-Pocket Trousers, Drk Nvy 30	2
S22 515A 31	ClassAct 75/25 7-Pocket Trousers, Drk Nvy 31	4
S22 515A 32	ClassAct 75/25 7-Pocket Trousers, Drk Nvy 32	8
S22 515A 33	ClassAct 75/25 7-Pocket Trousers, Drk Nvy 33	2
S22 515A 34	ClassAct 75/25 7-Pocket Trousers, Drk Nvy 34	29
S22 515A 35	ClassAct 75/25 7-Pocket Trousers, Drk Nvy 35	10
S22 515A 36	ClassAct 75/25 7-Pocket Trousers, Drk Nvy 36	33
S22 515A 37	ClassAct 75/25 7-Pocket Trousers, Drk Nvy 37	6
S22 515A 38	ClassAct 75/25 7-Pocket Trousers, Drk Nvy 38	28
S22 515A 40	ClassAct 75/25 7-Pocket Trousers, Drk Nvy 40	13
S22 515A 42	ClassAct 75/25 7-Pocket Trousers, Drk Nvy 42	10
S22 515A 44	ClassAct 75/25 7-Pocket Trousers, Drk Nvy 44	1
S22 515A 46	ClassAct 75/25 7-Pocket Trousers, Drk Nvy 46	1
S22 515A 50	ClassAct 75/25 7-Pocket Trousers, Drk Nvy 50	1
S29 121 0304	5.11 Men's Poly/Ctn Rip TDU Pant,Drk Nvy SML/REG	7
S29 121 0404	5.11 Men's Poly/Ctn Rip TDU Pant,Drk Nvy MED/REG	7
S29 121 0603	5.11 Men's Poly/Ctn Rip TDU Pant,Drk Nvy LRG/SHT	8
S29 121 0604	5.11 Men's Poly/Ctn Rip TDU Pant,Drk Nvy LRG/REG	31
S29 121 0606	5.11 Men's Poly/Ctn Rip TDU Pant,Drk Nvy LRG/LNG	12
S29 121 0704	5.11 Men's Poly/Ctn Rip TDU Pant,Drk Nvy XL/REG	12
S29 121 0706	5.11 Men's Poly/Ctn Rip TDU Pant,Drk Nvy XL/LNG	8
S29 121 0804	5.11 Men's Poly/Ctn Rip TDU Pant,Drk Nvy 2XL/REG	9
S29 121 1004	5.11 Men's Poly/Ctn Rip TDU Pant,Drk Nvy 4XL/REG	3
S29 121 1006	5.11 Men's Poly/Ctn Rip TDU Pant,Drk Nvy 4XL/LNG	3
S29 122 0406	5.11 Poly/Cotton Ripstop TDU, TDU Khaki MED/LNG	2
S29 122 0604	5.11 Poly/Cotton Ripstop TDU, TDU Khaki LRG/REG	1
S29 122 0606	5.11 Poly/Cotton Ripstop TDU, TDU Khaki LRG/LNG	2
S29 122 0804	5.11 Poly/Cotton Ripstop TDU, TDU Khaki 2XL/REG	4
S29 200 40 32	5.11 TacLite Pro Pants, P/C R/S, Black, 40 / 32	3
S29 204 34 32	5.11 TacLite Pro Pants, P/C R/S, Dk Navy, 34 / 32	2
S29 204 34 34	5.11 TacLite Pro Pants, P/C R/S, Dk Navy, 34 / 34	2
S29 22 02 04	LawPro Super BDU 6-Pkt Trousers, Mid Navy XSM REG	1
S29 22 04 04	LawPro Super BDU 6-Pkt Trousers, Mid Navy MED REG	3
S29 22 06 04	LawPro Super BDU 6-Pkt Trousers, Mid Navy LRG REG	4

**QUARTERMASTER 09 SUMMARY**

ITEM NO.		QTY
S29 80 30 34	"Original" 5.11 Tactical Pants, OD Green 30 / 34	2
S29 80 32 32	"Original" 5.11 Tactical Pants, OD Green 32 / 32	4
S29 80 36 30	"Original" 5.11 Tactical Pants, OD Green 36 / 30	4
S29 80 36 32	"Original" 5.11 Tactical Pants, OD Green 36 / 32	4
S29 80 36 34	"Original" 5.11 Tactical Pants, OD Green 36 / 34	4
S30 121 03	5.11 TDU Poly/Cotton Rip L/S Shirt, Dark Navy SML	6
S30 121 04	5.11 TDU Poly/Cotton Rip L/S Shirt, Dark Navy MED	12
S30 121 06	5.11 TDU Poly/Cotton Rip L/S Shirt, Dark Navy LRG	19
S30 121 07	5.11 TDU Poly/Cotton Rip L/S Shirt, Dark Navy XL	23
S30 121 08	5.11 TDU Poly/Cotton Rip L/S Shirt, Dark Navy 2XL	11
S30 121 10	5.11 TDU Poly/Cotton Rip L/S Shirt, Dark Navy 4XL	3
S30 161 03	5.11 TDU Poly/Cotton Rip S/S Shirt, Dark Navy SML	11
S30 161 04	5.11 TDU Poly/Cotton Rip S/S Shirt, Dark Navy MED	17
S30 161 06	5.11 TDU Poly/Cotton Rip S/S Shirt, Dark Navy LRG	24
S30 161 07	5.11 TDU Poly/Cotton Rip S/S Shirt, Dark Navy XL	23
S30 161 08	5.11 TDU Poly/Cotton Rip S/S Shirt, Dark Navy 2XL	8
S30 161 10	5.11 TDU Poly/Cotton Rip S/S Shirt, Dark Navy 4XL	3
S30 222 07	5.11 TDU Ply/Ctn Rip L/S Shirt, Tall, D Nvy XL	3
S30 222 10	5.11 TDU Ply/Ctn Rip L/S Shirt, Tall, D Nvy 4XL	3
S30 93 06	5.11 Tactical Long Sleeve Shirt, OD Green LRG	8
S30 93 07	5.11 Tactical Long Sleeve Shirt, OD Green XL	8
S31 200 0304	LawPro 65/35 Poly Cotton L/S Shirt, White SML/REG	4
S31 200 0306	LawPro 65/35 Poly Cotton L/S Shirt, White 0306	3
S31 200 0404	LawPro 65/35 Poly Cotton L/S Shirt, White MED/REG	11
S31 200 0406	LawPro 65/35 Poly Cotton L/S Shirt, White MED/LNG	5
S31 200 0407	LawPro 65/35 Poly Cotton L/S Shirt, White MED/XLNG	2
S31 200 0604	LawPro 65/35 Poly Cotton L/S Shirt, White LRG/REG	19
S31 200 0606	LawPro 65/35 Poly Cotton L/S Shirt, White LRG/LNG	10
S31 200 0607	LawPro 65/35 Poly Cotton L/S Shirt, White LRG/XLNG	4
S31 200 0704	LawPro 65/35 Poly Cotton L/S Shirt, White XL/REG	13
S31 200 0706	LawPro 65/35 Poly Cotton L/S Shirt, White XL/LNG	12
S31 200 0707	LawPro 65/35 Poly Cotton L/S Shirt, White XL/XLNG	5
S31 200 0804	LawPro 65/35 Poly Cotton L/S Shirt, White 2XL/REG	9
S31 200 0806	LawPro 65/35 Poly Cotton L/S Shirt, White 2XL/LNG	7
S31 200 0807	LawPro 65/35 Poly Cotton L/S Shirt, White 2XL/XLNG	2
S31 200 0904	LawPro 65/35 Poly Cotton L/S Shirt, White 3XL/REG	8
S31 200 0906	LawPro 65/35 Poly Cotton L/S Shirt, White 3XL/LNG	4
S31 200 0907	LawPro 65/35 Poly Cotton L/S Shirt, White 3XL/XLNG	2
S31 200 1004	LawPro 65/35 Poly Cotton L/S Shirt, White 4XL/REG	6
S31 200 1006	LawPro 65/35 Poly Cotton L/S Shirt, White 4XL/LNG	4
S31 200 1104	LawPro 65/35 Poly Cotton L/S Shirt, White 5XL/REG	1
S31 211 0304	LawPro 100% Poly L/S Shirt, Lt Blue SML/REG	5
S31 211 0404	LawPro 100% Poly L/S Shirt, Lt Blue MED/REG	5

**QUARTERMASTER 09 SUMMARY**

ITEM NO.	DESCRIPTION	QTY
S31 211 0604	LawPro 100% Poly L/S Shirt, Lt Blue LRG/REG	6
S31 211 0606	LawPro 100% Poly L/S Shirt, Lt Blue LRG/LNG	1
S31 215 03 04	LawPro Two-Tone Poly L/S Shirt, Blue/Nvy SML REG	-0
S31 301 07 04	Flying Cross DLX Trop L/S Shirt, Med Blue XL R	4
S31 515 1453	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 14 1/2-33	13
S31 515 1503	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 15-33	5
S31 515 1553	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 15 1/2-33	1
S31 515 1555	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 15 1/2-35	1
S31 515 1603	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 16-33	1
S31 515 1605	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 16-35	2
S31 515 1653	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 16 1/2-33	12
S31 515 1655	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 16 1/2-35	17
S31 515 1657	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 16 1/2-37	17
S31 515 1703	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 17-33	12
S31 515 1705	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 17-35	72
S31 515 1707	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 17-37	16
S31 515 1753	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 17 1/2-33	4
S31 515 1755	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 17 1/2-35	38
S31 515 1757	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 17 1/2-37	20
S31 515 1803	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 18-33	13
S31 515 1805	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 18-35	13
S31 515 1807	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 18-37	8
S31 515 1955	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 19 1/2-35	4
S31 515 1957	ClassAct 75/25 PolyWool LS Shirt,Dk Nvy 19 1/2-37	9
S33 100 03	LawPro 65/35 Poly Cotton S/S Shirt, White SML	6
S33 100 04	LawPro 65/35 Poly Cotton S/S Shirt, White MED	16
S33 100 06	LawPro 65/35 Poly Cotton S/S Shirt, White LRG	30
S33 100 07	LawPro 65/35 Poly Cotton S/S Shirt, White XL	27
S33 100 08	LawPro 65/35 Poly Cotton S/S Shirt, White 2XL	19
S33 100 09	LawPro 65/35 Poly Cotton S/S Shirt, White 3XL	14
S33 100 10	LawPro 65/35 Poly Cotton S/S Shirt, White 4XL	8
S33 100 11	LawPro 65/35 Poly Cotton S/S Shirt, White 5XL	1
S33 111 03	LawPro 100% Polyester S/S Shirt, Lt Blue SML	5
S33 111 04	LawPro 100% Polyester S/S Shirt, Lt Blue MED	6
S33 111 06	LawPro 100% Polyester S/S Shirt, Lt Blue LRG	6
S33 115 03	LawPro Two-Tone Poly S/S Shirt, Lt Blue/Navy SML	-0
S33 301 03	Flying Cross DLX Trop S/S Shirt, Med Blue SML	1
S33 301 07	Flying Cross DLX Trop S/S Shirt, Med Blue XL	10
S33 515 03	ClassAct 75/25 Wool Blend SS Shirt, Dark Navy SML	12
S33 515 04	ClassAct 75/25 Wool Blend SS Shirt, Dark Navy MED	12
S33 515 06	ClassAct 75/25 Wool Blend SS Shirt, Dark Navy LRG	32

QUARTERMASTER 09 SUMMARY		
ITEM NO.	DESCRIPTION	QTY
S33 515 07	ClassAct 75/25 Wool Blend SS Shirt, Dark Navy XL	125
S33 515 08	ClassAct 75/25 Wool Blend SS Shirt, Dark Navy 2XL	16
S33 515 09	ClassAct 75/25 Wool Blend SS Shirt, Dark Navy 3XL	5
S48 211 03	LawPro Centurion Duty Jacket, Navy Blue SML	3
S48 211 04	LawPro Centurion Duty Jacket, Navy Blue MED	2
S48 211 06	LawPro Centurion Duty Jacket, Navy Blue LRG	3
S48 573 04	5.11 Tactical Response (RAID) Jacket, Drk Nvy MED	2
S48 573 07	5.11 Tactical Response (RAID) Jacket, Drk Nvy XL	1
S48 573 08	5.11 Tactical Response (RAID) Jacket, Drk Nvy 2XL	1
S48 596 03	Force 3-in-1 Jacket by North Face, Midnight SML	2
S48 596 04	Force 3-in-1 Jacket by North Face, Midnight MED	3
S48 596 06	Force 3-in-1 Jacket by North Face, Midnight LRG	6
S48 596 07	Force 3-in-1 Jacket by North Face, Midnight XL	22
S48 596 08	Force 3-in-1 Jacket by North Face, Midnight 2XL	13
S49 220 03	LawPro Zip-Off Bike Patrol Pants, Navy SM	1
S49 220 04	LawPro Zip-Off Bike Patrol Pants, Navy MD	12
S49 220 06	LawPro Zip-Off Bike Patrol Pants, Navy LG	20
S49 220 07	LawPro Zip-Off Bike Patrol Pants, Navy XL	36
S49 220 08	LawPro Zip-Off Bike Patrol Pants, Navy 2XL	17
S49 220 09	LawPro Zip-Off Bike Patrol Pants, Navy 3XL	8
S58 186 07	Mocean Mesh Vapor Polo Shirt, Royal Blue XL	1
S58 204 08	LawPro Mock Turtleneck, Black 2XL	4
S58 387 09	5.11 Station Wear S/S T-Shirt, Fire Navy 3XL	1
S58 465 07	5.11 Tactical L.E. Loose Crew Shirt, White XL	1
S58 505 03	Blauer StreetGear Knit Uniform Shirt, Drk Nvy SML	2
S58 505 04	Blauer StreetGear Knit Uniform Shirt, Drk Nvy MED	13
S58 505 06	Blauer StreetGear Knit Uniform Shirt, Drk Nvy LRG	33
S58 505 07	Blauer StreetGear Knit Uniform Shirt, Drk Nvy XL	28
S58 505 08	Blauer StreetGear Knit Uniform Shirt, Drk Nvy 2XL	10
S58 505 09	Blauer StreetGear Knit Uniform Shirt, Drk Nvy 3XL	3
S58 650 03	5.11 Professional Uniform Polo, Dark Navy SML	8
S58 650 04	5.11 Professional Uniform Polo, Dark Navy MED	6
S58 650 06	5.11 Professional Uniform Polo, Dark Navy LRG	6
S58 650 07	5.11 Professional Uniform Polo, Dark Navy XL	7
S58 650 08	5.11 Professional Uniform Polo, Dark Navy 2XL	8
S58 650 09	5.11 Professional Uniform Polo, Dark Navy 3XL	1
S58 651 07	5.11 Professional Uniform Polo, White XL	5
S58 651 08	5.11 Professional Uniform Polo, White 2XL	4
S58 651 09	5.11 Professional Uniform Polo, White 3XL	1
S58 660 03	5.11 Uniform Professional L/S Polo, Dark Navy SML	8
S58 660 04	5.11 Uniform Professional L/S Polo, Dark Navy MED	4
S58 660 06	5.11 Uniform Professional L/S Polo, Dark Navy LRG	14
S58 812 07	Medalist Silvermax S/S T-Shirt, Navy, XL	1

QUARTERMASTER 09 SUMMARY		
ITEM NO.	DESCRIPTION	QTY
S64 161	LawPro Twill Cap, Plain, Navy	1
S64 805	Bell Solar Bike Helmet, White, Adult Fit	56
S69 1060 R	Safari SLS Holster w/ Release, Glk 17,22 RH	9
S69 1062 R	Safariland SLS Holster w/Release, Glk 20,21 RH	3
S69 1066 R	Safari SLS Holster w/ Release, Sig 220,226 RH	2
S69 1068 R	Safari SLS Holster w/ Release, Sig 228,229 RH	2
S69 1310 L	Safari 6005 SLS Holster w/ Rel., X26 Taser LH	19
S69 800 04	Accumold 2 1/4" Sam Brown Belt, Black MED	4
S69 800 06	Accumold 2 1/4" Sam Brown Belt, Black LRG	8
S69 800 07	Accumold 2 1/4" Sam Brown Belt, Black XL	7
S69 816	Accumold Ranger Belt Keeper (set of 4) with Snaps	1
S69 RAID PL	LawPro Law Enforcement Raid Vest, ** NO LETTERS **	11
S89 450 M070	5.11 Tactical A.T.A.C. 6" Boot 7 M	1
S89 450 M105	5.11 Tactical A.T.A.C. 6" Boot 10 1/2 M	1
S89 491 M095	5.11 Speed 6" Boot, 9 1/2 M	1
Y58 8140 06	BLAUER L/S NAVY STREET GEAR POLO SHIRT LRG	4
Y58 8140 07	BLAUER L/S NAVY STREET GEAR POLO SHIRT XL	4
Z22 34236 32 04	LAPD STYLE MOTOR OFFICER PANTS, 32 R	4
Z22 34236 34 04	LAPD STYLE MOTOR OFFICER PANTS, 34 R	4
Z22 34236 38 04	LAPD STYLE MOTOR OFFICER PANTS, 38 R	11
Z22 34236 4406	LAPD STYLE MOTOR OFFICER PANTS, 44 L	1
Z22 8650 NVY 30	BLAUER 100% POLY TWILL TROUSER, DK NVY 30	2
Z29 520138 0604	PROPPER, 65/35 BDU 6-PKT BDU TROUSER, BLK LRG/REG	4
Z29 520138 0704	PROPPER, 65/35 BDU 6-PKT BDU TROUSER, BLK XL/REG	2
Z31 200 1007	SHIRT, SECURITY/POLICE, P/C, WHITE, L/S, 4XL/XL	2
Z31 515 1809	ClassAct 75/25 PolyWool LS Shirt, Dk Nvy 18 x 39	4
Z31 515 1959	ClassAct 75/25 PolyWool LS Shirt, Dk Nvy 19 1/2-39	5
Z31 515 2007	ClassAct 75/25 PolyWool LS Shirt, Dk Nvy 20 x 37	1
Z31 515 2057	ClassAct 75/25 PolyWool LS Shirt, Dk Nvy 20 1/2-37	1
Z31 515 2109	ClassAct 75/25 PolyWool LS Shirt, Dk Nvy 21 - 39	2
Z31 515 2203	ClassAct 75/25 PolyWool LS Shirt, Dk Nvy 22 - 33	1
Z48 HS3340	HI-VIS POLICE PULL DOWN PANELS FOR NORFACE 3/1 JKT	62

QUARTERMASTER 09 SUMMARY		
ITEM NO.	DESCRIPTION	QTY
Z58 570 A 07	Police Raid T-Shirt XL	2
Z58 570 A 08	Police Raid T-Shirt 2XL	2
Z58 6059 08	Under Armour Men's Gust II Jacket, Black 2XL	1
Z58 6059 09	Under Armour Men's Gust II Jacket, Black 3XL	1
Z58 6059P 07	Under Armour Men's Gust II Pant, Black XL	1
Z58 6059P 08	Under Armour Men's Gust II Pant, Black 2XL	1
Z58 813046 06	BLAUER B COOL KNIT POLO, S/S MED BLU LRG	2
Z58 H960 ASH 04	HANES 5.6oz JERSEY KNIT POLO, ASH GREY MED	2
Z58 H960 BLK 04	Hanes, 5.6oz Jersey Knit Polo, Black MED	2
Z58 H960 DF 06	HANES 5.6oz JERSEY KNIT POLO, DEEP FOREST LRG	1
Z58 H960 DN 04	HANES 5.6oz JERSEY KNIT POLO, DEEP NAVY MED	2
Z69 3740N	Motor Officer Wings W/ Wheel, Silver	10
Z69 600597121	SAFARILAND HOLSTER, H&K P2000, STX TACTICAL, RH	1
Z89 MOTOR BOOT	MOTOR BOOTS, LACE LUG SOLE, BLACK	5

**END OF QUARTERMASTER SUMMARY**

**Skaggs order History FY 2008/2009**

SO#	Item	Description	Qty
887212	ABA TOC BLK	ABA TACTICAL OUTER CARRIER BLK	-1
972947	GHA GATOR LITE 3A	ARMOR, G-LITE-3A	1
976652	GHA GATOR LITE 3A	ARMOR, G-LITE-3A	1
987619	GHA GATOR LITE 3A	ARMOR, G-LITE-3A	1
987632	GHA GATOR LITE 3A	ARMOR, G-LITE-3A	1
987635	GHA GATOR LITE 3A	ARMOR, G-LITE-3A	1
956564	SEC M-SUMMIT 3A	ARMOR, SUMMIT 3A	1
905688	SEC T2 3A	ARMOR, T2 LEVEL 3A	1
927257	MON 9130	BATON AUTOLOCK 22" W/SAFE TIP	15
968863	MON 9130	BATON AUTOLOCK 22" W/SAFE TIP	17
927257	MON 3034	BATON HOLDER ATLCK 22" PSTIP	15
929554	MON 3034	BATON HOLDER ATLCK 22" PSTIP	8
968863	MON 3034	BATON HOLDER ATLCK 22" PSTIP	17
968866	BIA 6406-15635	Belt keeper, 4 pack blk	17
976031	BIA 6406-15635	Belt keeper, 4 pack blk	12
968866	BIA 7205-17707	Belt liner, 34-40" medium blk	12
968866	BIA 7205-17708	Belt liner, 40-46" large blk	5
968866	BIA 7200-17381	Belt, 34-40" medium blk	12
976031	BIA 7200-17381	Belt, 34-40" medium blk	12
968866	BIA 7200-17382	Belt, 40-46" large blk	5
960835	SEC APEX CARRIER	CARRIER, APEX	1
968866	BIA 7317S-18771	Cuff case, double blk	17
927257	FREIGHT	Freight out	1
968860	FREIGHT	Freight out	1
996475	FREIGHT	Freight out	1
949928	PHC 4801	HANDCUFF, HINGED NICKEL	18
949928	PHC 4801	HANDCUFF, HINGED NICKEL	12
965985	PHC 4801	HANDCUFF, HINGED NICKEL	17
920098	SAF 6280-283-131	HOL FT RH BLK GLK 19	20
920098	SAF 6280-383-131	HOL FT RH BLK GLK 20 21	20
920098	SAF 6280-683-131	HOL FT RH BLK GLK 34 35	20
976031	BIA 7307-17445	Holder, mace/pepper spray blk	12
976031	BIA 7307-17445	Holder, mace/pepper spray blk	-12
968866	BIA 7307-18204	Holder, mace/pepper spray blk	17
976031	BIA 7307-18204	Holder, mace/pepper spray blk	12
968866	BIA 7323-22703	Holder, radio adjustable	17
976045	SAF 6305-832-131	HOLSTER, TCTCL ALS GLK STX	10
976045	SAF 6305-832-132	HOLSTER, TCTCL ALS GLK STX LH	2
968860	NEI 1600J-YEL 2XL	Jacket/Hood Yellow	2
968860	NEI 1600J-YEL 3XL	Jacket/Hood Yellow	2
968860	NEI 1600J-YEL XL	Jacket/Hood Yellow	13

**Skaggs order History FY 2008/2009**

977952	RTH 3457-BLK 10	NOMEX BLACK FLIGHT GLOVE LRG.	5
977952	RTH 3457-BLK 9	NOMEX BLACK FLIGHT GLOVE LRG.	5
977952	RTH 3457-BLK 8	NOMEX BLACK FLIGHT GLOVE MED.	1
977952	RTH 3457-BLK 8 1/2	NOMEX BLACK FLIGHT GLOVE MED.	2
977952	RTH 3457-BLK 7	NOMEX BLACK FLIGHT GLOVE SMALL	1
977952	RTH 3457-BLK 10 1/2	NOMEX BLACK FLIGHT GLOVE XLRG.	2
977952	RTH 3457-BLK 11	NOMEX BLACK FLIGHT GLOVE XLRG.	1
968865	HAT NH2500	NOMEX HOOD, LGTWGT BLACK	17
936798	HAR 4375-637 S	PARKA, ASPN II3 SEASN RED/BLK	4
976031	BIA 7302-18472	Pouch, 9mm/.40 blk	12
967647	SEC EAS-BLK	RAID GARMENT, EXTERIOR BLACK	9
967647	SEC EAS-BLK	RAID GARMENT, EXTERIOR BLACK	1
945509	SEQ 52H2O30	SABRE, 1.8oz RED STREAM MK-4	75
983775	ISP S912-062LP 3X/4X	SAFETY VEST, HIVIS YEL/POLICE	20
983775	ISP S912-062LP L/XL/2X	SAFETY VEST, HIVIS YEL/POLICE	300
	ISP S912-062LP		
983775	XS/S/MED	SAFETY VEST, HIVIS YEL/POLICE	80
920098	SAF 6001-1	SLS SENTRY RH	60

**END OF SKAGGS ORDER HISTORY**

**INVITATION TO BID NO. B1370  
CITY OF NORTH LAS VEGAS  
POLICE DEPARTMENT UNIFORMS AND EQUIPMENT**

**SAMPLE CONTRACT**

(Sample)  
**AGREEMENT BETWEEN CITY OF NORTH LAS VEGAS  
AND  
[insert legal name of other party-]**

**THIS AGREEMENT BETWEEN THE CITY OF NORTH LAS VEGAS AND [insert legal name of other party-]** (this "AGREEMENT") is executed this \_\_\_ day of \_\_\_, 200\_\_ by and between the City of North Las Vegas, a Nevada municipal corporation (the "CITY") and [insert legal name of other party, a [insert name of state and type of entity the other party is-]] (the "SERVICES PROVIDER").

**RECITALS**

1. The City desires to contract for Police Department Uniforms and Equipment (the "PROJECT");
2. The Services Provider is experienced in Police Department Uniforms and Equipment (the "SERVICES");
3. The City desires to have the Services Provider perform [all][a portion] of the Project, and the Services Provider agrees to such performance, upon the terms and conditions described in this Agreement;

**NOW, THEREFORE**, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Services Provider agree to the following terms, conditions and covenants:

**SECTION ONE  
RESPONSIBILITY OF SERVICES PROVIDER**

In addition to any other obligations of Services Provider under this Agreement, the Services Provider has the following responsibilities:

1.1. The Services Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Services Provider, by Services Provider's subcontractors, and by any of the principals, officers, employees and agents of Services Provider and any subcontractor under this Agreement.

1.2. The Services Provider hereby designates [insert name of Services Provider's contact person ] as the employee, agent or representative of Services Provider who is (1) responsible for making sure the Scope of Work (as defined below) is performed in its entirety on time and on budget, and (2) the point-of-contact for the City for all matters concerning the Project, and (3) authorized to make all decisions and take all actions necessary to pay, perform and deliver all obligations of Services Provider pursuant to the terms and conditions of this Agreement (the "RESPONSIBLE PERSON"). All of the responsibilities of the Services Provider specified by this Agreement shall be performed by the Responsible Person, or by the Services Provider's associates, employees and subcontractors under the personal supervision of the Responsible Person. If the Responsible Person becomes unable to serve in the capacity of Responsible Person for any reason, the Services Provider shall notify the City in writing of such inability, and shall, within four (4) calendar days thereafter, nominate a replacement for City approval, in its reasonable discretion, who has an equivalent amount of experience performing the same type of Services as required for the Project. The Services Provider shall promptly replace any Responsible Person deemed by the City to be unacceptable with a Responsible Person who is acceptable to the City.

1.3. The Services Provider shall not reproduce, display, or otherwise use the name, logo or any other intellectual property, including without limitation, any trade name, mark, patent or copyright, of the City without the City's prior written consent.

1.4. The Services Provider shall not send or publish to any third party any correspondence related to the Project or this Agreement without the City's prior written approval thereof.

1.5. The Services Provider, and its agents, employees, and subcontractors will cooperate with the City in the performance of this Agreement and will be available for consultation with the City at all reasonable times during normal business hours or at all other times with twenty-four hours advance notice.

1.6. The Services Provider shall perform all of its obligations under this Agreement in compliance with the Project Schedule attached hereto and incorporated herein as Exhibit A, as such may be modified or amended from time to time by mutual agreement of the City and the Services Provider (the "PROJECT SCHEDULE"). **[Attach the task by task completion timeline (whether in a Critical Path format or other method) as Exhibit A]** The Services Provider shall commence the Project on \_\_\_\_\_, 200\_, and complete the Project by \_\_\_\_\_, 200\_ **[See #8-CTW]**.

A. At any time that the Services Provider falls behind schedule, the Services Provider shall promptly notify the City of such fact and, at its own expense, shall promptly take all actions necessary to come back into compliance with the Project Schedule, including without limitation, paying for and providing overtime labor; provided however, that if the Services Provider believes that a delay in the Project Schedule is due solely to the negligence or intentional misconduct of the City, the Services Provider may, by written notice, request that the City grant additional time equal to the amount of time lost due to the City's conduct, and the City may grant such additional time in its reasonable discretion. In the event of a Force Majeure Event (as defined below), the Services Provider may also, by written notice, request additional time equal to the number of days the Force Majeure Event was occurring.

B. No additional compensation shall be paid to Services Provider for additional costs or delay due to the negligence or intentional acts of Services Provider or any of its employees, agents, contractors or subcontractors, or any of the officers, employees, or agents of any of them.

1.7. The Services Provider shall perform all of its obligations under this Agreement in compliance with the budget set forth in Exhibit B attached hereto and incorporated herein, as it may be amended from time to time by mutual written agreement of the City and the Services Provider (the "BUDGET"). **[Attach the task by task cost breakdown (whether in spreadsheet format or otherwise) as Exhibit B]** If the Services Provider determines that the Project is over Budget in its entirety or in any line item of the Budget, the Services Provider shall promptly notify the City of such fact and, at its own expense, shall promptly take all actions necessary to come back into compliance with the Budget, including without limitation, paying the amount of such overage from the Services Provider's own funds; provided however, that if the Services Provider believes that an overage in all or a portion of the Budget is due solely to the negligence or intentional misconduct of the City, the Services Provider may, by written notice, request that the City grant additional funds equal to the amount of the overage created due to the City's conduct, and the City may grant such additional funds in its reasonable discretion. In the event of a Force Majeure Event, the Services Provider may also, by written notice, request additional funds equal to the amount of funds directly attributable to the Force Majeure Event.

1.8. The Services Provider shall pay, perform and deliver all obligations of Services Provider set forth in this Agreement, including without limitation those obligations set forth in Exhibit C attached hereto and incorporated herein, as it may be amended by mutual agreement of the City and the Services Provider from time to time, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement (the "SCOPE OF WORK"). **[Attach a description of all of the obligations of the Services Provider as Exhibit C. You may use, as a starting point, the bid specifications, the Request for Proposals requirements, or the scope of work prepared by the Services Provider in his response to the RFP. Make sure that the Scope of Work includes each obligation of Services Provider described in #6--CTW.]** The Services Provider shall not perform any task that is not required by this Agreement or necessarily implied by it, without obtaining the prior written approval of the City. If the Services Provider chooses to perform any task without obtaining the City's prior written approval, the Services Provider does so at its own risk and expense.

1.9. If the City desires the Services Provider to perform additional tasks not set forth in the Scope of Work, the City will notify the Services Provider of that fact in writing ("SUPPLEMENTAL SERVICES"). If such changes cause a significant increase or decrease in the Services Provider's cost or time required for performance, the parties shall formally amend this Agreement. Any claim of Services Provider for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by Services Provider of City's notice of changes, or such claim shall be deemed waived by Services Provider and Services Provider will be deemed to have agreed to the changes without modification of the compensation or time of performance hereunder. All such Supplemental Services shall be performed

at the rates set forth in Exhibit D attached hereto and incorporated herein (the “**SUPPLEMENTAL SERVICES RATES**”) **[Attach a copy of the Services Provider’s current hourly rates for time and materials and attach as Exhibit D].**

1.10. The Services Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements, including without limitation, the Americans with Disabilities Act, as such may be amended or modified from time to time (collectively, the “**LEGAL REQUIREMENTS**”) in performing the Scope of Work for the Project.

A. In connection with the performance of work under this Agreement, the Services Provider agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, or any other protected class, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

1.11. The Services Provider shall at its own expense obtain and maintain in full force and effect at all times all necessary permits, licenses and other governmental approvals required by applicable Legal Requirements to be obtained and maintained by the Services Provider with respect to the Project, the Scope of Work and/or the business and operations of the Services Provider (collectively, the “**GOVERNMENTAL APPROVALS**”). In the event Services Provider is required to obtain any Governmental Approvals from the City in connection with the matters contemplated by this Agreement, the Services Provider acknowledges that the City will review Services Provider’s applications for such Governmental Approvals in the ordinary course, and this Agreement shall not be deemed to be an approval of any such applications.

1.12. The Services Provider shall not commence performing any of its obligations under this Agreement until such time as it has received a Notice to Proceed from the City.

1.13 The Services Provider shall immediately notify the City if Services Provider becomes aware of any notice, citation, complaint or other matter issued by any governmental authority with respect to Services Provider, the Project or the Scope of Work, and shall not take any action to respond to or resolve same without receiving prior written approval from the City.

1.14 The Services Provider shall at its sole cost and expense obtain and maintain at all times the insurance required by Section 8, and shall promptly notify City if any such insurance is canceled or altered.

1.15 The Services Provider shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary to maintain such standards. In the event that Services Provider fails to remove any employee from the Scope of Work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the Scope of Work is deemed by the City to be contrary to the interests of the City, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

1.16 The Services Provider shall treat all information relating to the Project and all information supplied to the Services Provider by the City as confidential and proprietary information of the City and shall not permit its release by Services Provider’s employees, agents or subcontractors to other parties or make any public announcement or release thereof without the City’s prior written authorization. Services Provider shall also require its contractors, consultants and subcontractors, and their agents and employees to comply with this requirement.

1.17 Each employee, agent or subcontractor of Services Provider having access to personnel, data, information, personal property or real property of the City, must first submit to a background check performed by the City’s Police Department, and must satisfactorily pass such background check, as determined by the City in its sole discretion, before performing any portion of the Project or the Scope of Work on behalf of Services Provider.

## SECTION TWO

## RESPONSIBILITY OF CITY

In addition to any other obligations of City under this Agreement, the City has the following responsibilities:

2.1. The City will cooperate with the Services Provider in the performance of this Agreement and will be available for consultation with the Services Provider during normal City business hours.

2.2. In the event the City is required to review or respond to any submissions from the Services Provider, the City will conduct its review and/or provide its response within twenty-one days following receipt by the City of the Services Provider's submissions. The City's review of such submissions does not relieve the Services Provider for responsibility for the accuracy and completeness of such submissions and the conformance of such submissions to the requirements of this Agreement, including without limitation, the Scope of Work.

2.3. The City shall assemble selected data and information related to the Project and provide same to the Services Provider within \_\_\_\_\_ days after the date of this Agreement. The data and information to be provided by the CITY is the following:

A. **[INSERT all data and information to be provided by the City]**

B. The Services Provider shall be responsible for updating this data and information during the Project, and shall be responsible for acquiring supplemental data and information that the Services Provider deems necessary to complete the Scope of Work.

2.4. **[INSERT task by task all obligations of the City listed on #9--CTW]**

## SECTION THREE PAYMENT TERMS

3.1 Subject to any provisions of this Agreement concerning payment, the City shall pay the Services Provider for the entirety of the Scope of Work the amount of Dollars (\$ \_\_\_\_\_) (the "CONTRACT PRICE"), which amount shall be paid pursuant to this Section 3 **[choose as applicable from CTW #7--[in one lump sum on (insert date)] OR [in installments according to the following schedule--insert installment schedule from #7 of the CTW]]**

3.2 Payment to the Services Provider shall be made within thirty (30) calendar days after the City receives each invoice provided by the Services Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: **[insert information you want to see on the invoice]**

3.3 The CITY shall have fourteen (14) calendar days after receipt of an invoice to dispute any or all of the charges on the invoice. Disputed amounts shall be resolved through the Dispute Resolution mechanism in Section 11.

3.4 The Services Provider shall submit invoices only once per month, covering work performed by Services Provider or its agents or employees in the prior month.

3.5 Services Provider shall promptly pay any amounts due to any employees, agents, subcontractors or anyone else performing any portion of the work for Services Provider, and in the event any of the foregoing liens any City property, Services Provider shall promptly and at its expense cause such liens to be removed.

## SECTION FOUR ACCESS TO RECORDS

4.1 The Services Provider shall maintain books, records, documents and other evidence directly pertinent to its performance under this Agreement in accordance with generally accepted accounting principles and practices. The Services Provider shall also maintain the financial and other information and data used by the Services Provider in the preparation or support of all invoices of Services Provider, and a copy of such invoices. The City, or any of

its duly authorized representatives, shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Services Provider will provide proper facilities for such access and inspection.

4.2 Audits conducted pursuant to this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines for the reviewing or audit agencies.

4.3 The Services Provider agrees to the disclosure of all information and reports resulting from access to records pursuant to Section 4.1 above, to any Project funding agency provided that the Services Provider is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report.

4.4 Records pursuant to Section 4.1 above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final payment for the Project. In addition, those records which relate to any dispute resolution, litigation or appeal, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, appeal, claim or exception. This Section 4.4 shall survive the completion of the Project and the termination or expiration of this Agreement.

4.5 The Services Provider agrees to include language substantially similar to the language of Sections 4.1 through 4.4 in all Services Provider subcontracts related to performance of services specified in this Agreement.

## **SECTION FIVE PUBLIC RECORDS**

5.1 Pursuant to NRS § 239.010 and other applicable Legal Requirements, each and every document provided to the City is a "public record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not in any way be liable to Services Provider for the disclosure of any public record. In the event City is required to defend an action with regard to a public records request for documents submitted by Services Provider, Services Provider agrees to indemnify, hold harmless, and defend City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This Section 5 shall survive the expiration or earlier termination of this Agreement.

## **SECTION SIX FISCAL FUNDING OUT**

6.1 City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if City does not allocate funds to continue the function performed by Services Provider obtained under this Agreement, said Agreement will be terminated when appropriated funds expire.

## **SECTION SEVEN REPRESENTATIONS AND WARRANTIES**

7.1 Services Provider hereby represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

A. Services Provider is a duly formed and validly existing **[corporation][limited liability company][partnership][insert applicable type of other entity]** and is in good standing pursuant to the laws of the State of \_\_\_**[insert name of state where entity was formed]** **[INSERT LANGUAGE FOLLOWING COLON IF THE COMPANY WAS FORMED OUTSIDE OF NEVADA; and is duly qualified to do business in, and is in good standing in, Nevada]**, and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

B. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof on the part of Services Provider will not result in a breach of any instrument to which Services Provider is a party or by which Services Provider is bound or of any judgment, decree or order of any court or governmental body or any Legal Requirement applicable to Services Provider.

C. The execution, delivery and performance of this Agreement and the taking of all other lawful actions necessary to consummate the Project contemplated hereunder, by the persons executing, delivering and performing the same on behalf of Services Provider, have been duly and validly authorized (and by their execution hereof or of any document delivered in connection with the Project contemplated hereunder such persons individually represent and warrant that they are so authorized), and this Agreement and the other Agreements and instruments contemplated hereby, constitute legal, valid and binding obligations of Services Provider, enforceable in accordance with their respective terms.

D. No consent, approval or authorization of any governmental authority or private party is required in connection with the execution and performance of this Agreement by Services Provider.

E. Services Provider has obtained any and all Governmental Approvals that are required to be obtained by Services Provider by all Legal Requirements applicable to Services Provider and to the performance of the Scope of Work by Services Provider.

F. Services Provider is duly licensed and authorized to do business in the City, and Services Provider's business license is in full force and effect.

G. Services Provider is a sophisticated and qualified provider of the Services required by the Scope of Work, and its personnel possess the level of professional expertise and experience that is necessary to properly perform the Scope of Work within the Project Schedule and pursuant to the Budget, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement. Services Provider has the necessary personnel, equipment, tools, supplies, materials, and facilities to properly perform the Scope of Work within the Project Schedule and pursuant to the Budget, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement.

H. Services Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Project within the Project Schedule and pursuant to the Budget, and to perform all of its obligations under this Agreement.

I. Services Provider shall require that each subcontractor performing any portion of the Project or the Scope of Work:

1. Is duly formed, in good standing, and authorized to do business in the State of Nevada;
2. Has obtained any and all Governmental Approvals that are required to be obtained by all Legal Requirements applicable to the subcontractor and to the portion of the Project performed by subcontractor;
  - a) Shall be required to comply with all obligations of Services Provider to City under this Agreement;
  - b) Shall submit the names of all its employees, agents, or other persons performing any portion of the Scope of Work or the Project on behalf of subcontractor to the City for a background check, and shall staff its portion of the Project with those who have passed the background check to the City's satisfaction

5. Is duly licensed and authorized to do business in the City, and such business license is in full force and effect; and
6. Shall comply with all applicable Legal Requirements that are applicable to subcontractor and any portion of the Project work performed by subcontractor.

J. No person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.2 The representations and warranties made by Services Provider herein shall survive the completion of the Project and the termination or expiration of the Agreement.

## **SECTION EIGHT INSURANCE**

8.1 Services Provider shall procure and maintain, and shall cause each subcontractor to procure and maintain at all times during the performance of the Project and for one year thereafter, at its own expense, the following insurances:

A. Workman's Compensation Insurance as required by applicable Legal Requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City or the Services Provider.

B. Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of not less than **\$1,000,000** for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the City as an additional insured.

C. **[If applicable]** Professional Liability insurance, for the protection from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable; such Professional Liability insurance will provide for coverage in an amount of not less than **\$1,000,000** for each occurrence and **\$2,000,000** in the aggregate.

D. Automobile Liability insurance with a combined single limit of **\$1,000,000** per accident.

E. Employer's Liability insurance with limits of **\$1,000,000** per occurrence.

F. **[Insert any other applicable insurance coverages, as appropriate. See #12-CTW and consult with Dwight and the City Attorney's office]**

8.2 Certificates of Insurance indicating that such insurance is in effect shall be delivered to the City before work is begun under this Agreement. If the Services Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement, and the Certificate of Insurance shall state that coverage is claims-made and the retroactive date. Services Provider shall provide the City annually with a Certificate of Insurance for each type of insurance required hereunder. It is further agreed that the Services Provider and/or Insurance Carrier shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Services Provider.

8.3 All insurance policies required hereunder, and all renewals thereof, shall be provided by a company or companies authorized to do business in Nevada and having a A.M. Best rating of A:+ or higher, and shall expressly:

A Provide that such policies shall not be cancelled or altered without thirty (30) days prior written notice to City; and

- B. Waive subrogation against the City, its officers, agents, servants and employees; and
- C. Provide that they are primary and noncontributing with any insurance which City may carry; and
- D. Include or be endorsed to cover Services Provider's contractual liability to the City; and
- E. Be signed by a person authorized by that insurer and licensed by the State of Nevada; and
- F. Disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

**SECTION NINE  
EVENT OF DEFAULT**

9.1 As used herein, "City Event of Default" means any willful or intentional misconduct, fraud, or misrepresentation by City, or any breach of this Agreement, which City fails to remedy within five (5) days after written notice thereof to City, in the case of an event which can be cured by the payment of a sum of money, or within fifteen (15) days after written notice thereof to City, in the case of any other event; provided however, that if such non-monetary event is susceptible of cure but cannot reasonably be cured within such 15-day period, and City shall have commenced to cure such event within such 15-day period and thereafter diligently and expeditiously proceeds to cure the same, such 15-day period shall be extended for an additional period of time as is reasonably necessary for City in the exercise of due diligence to cure such event, which additional period of time shall in no event exceed six months.

9.2 As used herein, "Services Provider Event of Default" means any willful or intentional misconduct, fraud, or misrepresentation by Services Provider, or any breach of this Agreement, which Services Provider fails to remedy within five (5) days after written notice thereof to Services Provider, in the case of an event which can be cured by the payment of a sum of money, or within fifteen (15) days after written notice thereof to Services Provider, in the case of any other event; provided however, that if such non-monetary event is susceptible of cure but cannot reasonably be cured within such 15-day period, and Services Provider shall have commenced to cure such event within such 15-day period and thereafter diligently and expeditiously proceeds to cure the same, such 15-day period shall be extended for an additional period of time as is reasonably necessary for Services Provider in the exercise of due diligence to cure such event, which additional period of time shall in no event exceed two months.

9.3 A breach of this Agreement includes without limitation the following:

- A. If Services Provider is unable to obtain or maintain any Governmental Authorizations necessary to perform its obligations under this Agreement;
- B. If Services Provider shall be or become insolvent, voluntarily or involuntarily, or if Services Provider shall compound Services Provider's debts, or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver, liquidator or trustee is appointed for Services Provider's property, or in the event Services Provider shall be adjudged a bankrupt, or if Services Provider makes an assignment for the benefit of creditors, or if Services Provider files a petition under any chapter of the Bankruptcy Act;
- C. If Services Provider assigns or attempts to assign this Agreement without the City's prior written consent;
- D. If Services Provider fails to provide the City with proof of insurance coverage as required by this Agreement;
- E. If any financial statement, resume, statement of qualifications or representations and warranties of Services Provider, given to City by Services Provider, was materially false when given.

**SECTION TEN  
TERMINATION**

10.1 The City may terminate this Agreement at any time without cause upon notice to the Services Provider, and the City shall have no liability to Services Provider for such termination except that the City shall pay Services Provider for the reasonable value of Services provided by Services Provider to City up through and including the date of termination, provided that the Services Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Services in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

10.2 The City may, upon written notice to Services Provider, terminate this Agreement immediately "for cause" upon a Services Provider Event of Default.

10.3 The Services Provider may, upon written notice to the City, terminate this Agreement immediately "for cause" upon a City Event of Default.

10.4 Either party may terminate this Agreement pursuant to any term of this Agreement which gives such party a right of termination.

## **SECTION ELEVEN DISPUTE RESOLUTION**

11.1 All disputes between City and Services Provider shall be resolved in the following manner:

A. The City's representative and the Services Provider's Responsible Person will endeavor to conduct good faith negotiations in an effort to resolve any and all disputes in a timely manner.

B. If any disputes between the parties remain unresolved after fifteen (15) calendar days, the City's representative and the Services Provider's Responsible Person shall,

within fourteen (14) calendar days, prepare a brief, concise written report summarizing the basis for the dispute, the negotiations accomplished and results thereof, and the current status of all relevant unresolved issues.

C. Copies of each written summary shall be exchanged between the City's representative and the Services Provider's Responsible Person, and provided to the City's Assistant City Manager, or his or her designee. Within fifteen (15) calendar days thereafter, the City's Assistant City Manager, or his or her designee, and the Services Provider's Responsible Person will meet to resolve the dispute. A written record of these negotiations will be made. The record will summarize all issues of dispute, the resolutions to resolved issues, and unresolved issues, if any.

D. If there are still unresolved issues, the written record will be reviewed by the City's City Manager, or his or her designee, who will render a determination regarding such dispute. Such determination will be the final administrative determination.

E. If the Services Provider disagrees with the determination of the City's City Manager, or his or her designee, the Services Provider may only initiate an action in the Eighth Judicial District Court in and for Clark County to resolve such dispute. The City retains the right to all remedies available at law or in equity. The Parties agree that no dispute under this Agreement shall be submitted to or resolved through arbitration or mediation.

## **SECTION TWELVE INDEMNIFICATION**

12.1 Notwithstanding any of the insurance requirements herein above set forth or limits of liability set forth therein, Services Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorney fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Services Provider, its subcontractors,

agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement. This Section 12 shall survive the completion of the Project and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

### **SECTION THIRTEEN NOTICES**

13.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:                      City of North Las Vegas  
   Attention: Dwight Rawlinson  
   2200 Civic Center Drive  
   North Las Vegas, NV 89030  
   Fax: 702-633-5321

To Services Provider:  
  
   Attention:  
  
   Fax:

13.2 The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

### **SECTION FOURTEEN MISCELLANEOUS**

14.1 Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

14.2 Successors This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

14.4 Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto or the failure of a party to exercise any right hereunder shall in no way be construed to be a waiver of such provision or right (or of any other provision or right) unless such party expressly waives such provision or right in writing.

14.5 Partial Invalidity If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect.

14.6 Attorneys' Fees In the event any action is commenced by either party against the other in connection herewith (including any action to lift a stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court. This Section 14.6 shall survive the completion of the Project until the applicable statutes of limitation expire.

14.7 Entire Agreement This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

14.8 Time of Essence Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

14.9 Ownership of documents All plans, drawings, specifications, reports, photographs, studies, permits, estimates, digital mapping, CAD files, mylar, **[List all other documents prepared in your transaction]** or other like documents given, prepared or assembled by the Services Provider or any subcontractor that are related to the performance of this Agreement are deemed to be a "Work made for Hire" and are the property of the City, except to the extent such is not allowed by applicable Legal Requirements.

14.10 No Brokers. City and Services Provider each represent and warrant that neither of them has dealt with a broker or otherwise agreed to pay a broker's or agent's commission, finder's fee or other like compensation to anyone in connection with this Agreement, and Services Provider and City each agrees to indemnify, defend and hold the other party harmless from and against such claims or costs, including reasonable attorneys' fees, if the indemnifying party has wrongly made this representation and warranty. This Section 14.10 shall survive the expiration or earlier termination of this Agreement.

14.11 Headings The paragraph headings of this Agreement have been inserted only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

14.12 Interpretation Whenever the context so requires, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person or any other entity. The words "include" or "including" shall be deemed to incorporate "without limitation".

14.13 No Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative or joint venturer of the other.

14.14 Further Assurances. Buyer and Seller shall each execute and deliver all such documents and perform such acts as are reasonably requested by the other party to effectuate the transactions contemplated by this Agreement, provided that such further assurances are provided by each party at no additional cost to such party and are otherwise consistent with the terms and intent of this Agreement.

14.15 Construction. This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation of this Agreement.

14.16 Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

14.17 Force Majeure. In the event any party is unable to perform its obligations under this Agreement because of a Force Majeure Event, then such party shall provide the other party with notice of its inability to perform its obligations hereunder, together with documentation supporting the existence of such Force Majeure Event, and shall promptly begin to perform, or resume performance of, its obligations under this Agreement upon the cessation of the Force Majeure Event. As used herein, a "Force Majeure Event" means labor strikes, extraordinary civil commotion, war,

warlike operation, fire or other casualty, inability to obtain fuel or energy, unusual or uncustomary weather conditions, or other acts of God, or other causes beyond a party's reasonable control (financial inability excepted).

**IN WITNESS WHEREOF**, the City and the Services Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas

**[Services Provider Name]**

By: \_\_\_\_\_  
Shari L. Buck, Mayor

By: \_\_\_\_\_  
**[Type Name and Title of Person  
Executing Document]**

Attest:

By: \_\_\_\_\_  
Karen Storms, City Clerk, CMC

Approved as to Form:

\_\_\_\_\_  
Nicholas Vaskov, Acting City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

**Exhibit A**  
Project Schedule

**Exhibit B**

Budget

**Exhibit C**

Scope of Work

**Exhibit D**

Supplemental Services Rates