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May 3, 2021

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1636 Facility Water Management Program

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnv.com until **June 2, 2021 at 1:00 P.M. local time** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone# 414-882-8779, Meeting Pin# 264 350 871# on the Bid Due Date.**

Prior to the pre-bid meeting discussed below, the City will schedule mandatory walkthroughs of the City facilities involved in this bid. The mandatory walkthroughs are scheduled for **May 11, 2021 at 9:00 am local time**. Those attending the walkthroughs must be at North Las Vegas City Hall by 9:00 am on May 11, 2011. Those attending the walkthroughs must provide their own transportation. We ask that only one representative per organization attend the walkthrough. The City will follow CDC guidelines, State guidelines, and City policy for the walkthrough (e.g., social distancing, face covering required, visitors subject to health screening (including temperature check) prior to entering City facilities, etc.).

An optional Pre-Bid Meeting will be held on **May 18, 2021 at 10:00 a.m. local time** via Google Meet conference call, Telephone # 443-507-8777 , Meeting Pin# 909 727 776#. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns. Any and all questions asked during this meeting must be sent via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in the NGEM System or via e-mail to Joy Yoshida, Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **May 25, 2021, at 12:00 p.m. local time**. All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

Bid documents may be accessed at www.ngemnv.com or on the City of North Las Vegas Purchasing Web Page (listed above). The City reserves the right to reject any and all Bids, waive any informality or technicality, or to otherwise accept Bids deemed in the best interest of the City.

Joy Yoshida

Joy Yoshida
Buyer

**CITY OF NORTH LAS VEGAS INVITATION TO BID
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1. PUBLIC RECORDS:

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

2. PERFORMANCE OF WORK:

The selected Respondent shall perform all work as may be necessary to complete the Contract in a satisfactory and acceptable manner and, unless otherwise provided, shall furnish all transportation, materials, equipment, labor and incidentals necessary to complete the project.

3. FORM OF CONTRACT:

Execution of the Contract by all named parties will authorize delivery of services obtained under this Invitation to Bid.

4. ELECTRONIC BID THROUGH NGEM SYSTEM:

Bids must be submitted online through the Nevada Government eMarketplace (NGEM). The NGEM System is an electronic bidding system used by a consortium of local government entities in Nevada for supplier registration and the submission of electronic bids and proposals. The NGEM System is available at www.ngemnv.com. There is no cost for any Respondent to use the NGEM System, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Bids must be submitted on the NGEM System no later than the Bid Due Date and time. Per the Terms of Use of the NGEM System, Bids may not be submitted after the Bid Due Date, and the server clock will govern.

5. EXPLANATION TO RESPONDENT:

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of their Bid. Oral explanations given before the award of the contract will not be binding. Any written interpretation made will be furnished to all Respondents and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications, or other pre-Bid documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Joy Yoshida, Buyer at yoshidaj@cityofnorthlasvegas.com. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be posted on NGEM. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under these Bid documents as submitted. All addenda issued shall become part of the Bid documents.

6. METHOD OF EVALUATION AND AWARD OPTIONS:

The evaluation of this Bid will be conducted by City personnel. The City will award this Bid to the Respondent(s) that submits the lowest responsive and responsible Bid deemed to be in the City's best interest. The City reserves the right to reject all Bids. Pursuant to NRS 332.065(4), the City shall not enter into a contract with a Respondent to this Bid unless the contract includes the written

certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the Contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party or unless otherwise allowed pursuant to NRS 332.095(2). The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

8. CONDITIONS OF BID SUBMITTAL:

- (a) The Bid must be signed by a duly authorized official of the proposing firm or company submitting the Bid.
- (b) No Bid will be accepted from any person, firm, or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) No Bid will be accepted from any person, firm, or corporation if that person, firm, or corporation or any of its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Bid to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Bids shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

9. BID PROTESTS:

The City will publish the Recommendation of Award Notification on NGEM. . Any Respondent may file a notice of protest regarding the proposed award of the Contract by the North Las Vegas City Council. Respondents will have five (5) business days from the date the Recommendation of Award is published to submit the written protest to the City Clerk. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the Bid documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of: (i) twenty-five percent (25%) of the total value of the Bid submitted by the person filing the notice of protest; or (ii) two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the Contract until a determination is made by the North Las Vegas City Council. A person who makes an unsuccessful 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.

10. LICENSES:

All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of Bids for this project. Upon award, the successful Respondent will be required to obtain a North Las Vegas Business License.

11. PUBLIC OPENING:

Bids received will be opened and the name of the Respondent's company will be read via conference call at the time and place indicated in the Bid documents. Respondents, their authorized agents, and the public are invited to call in. No responsibility will attach to any City official or employee for the pre-opening of, or the failure to open, a Bid not properly addressed or identified.

12. TERM OF THE CONTRACT:

The contract shall have a term of three years with two, one-year extensions at the sole discretion of the City Manager.

13. INSURANCE:

Prior to the commencement of the Contract, each successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be canceled, allowed to expire, or be materially reduced in coverage until after 30 days' written notice has been given to and approved in writing by, the City Attorney or the City Risk Manager.

The Respondent shall secure, maintain in full force and effect, and bear the cost of the following insurances throughout the duration of the contract:

COMMERCIAL GENERAL LIABILITY (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$4,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

AUTOMOBILE LIABILITY: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

WORKERS' COMPENSATION: Each successful Respondent shall secure, maintain in full force and effect, and bear the cost of complete Worker's Compensation Insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616A-616D, inclusive, for the duration of the Contract and shall furnish the City, prior to the execution of the Contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph. If the successful Respondent has no employees, then Exhibit D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Proposal.

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

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

CONTRACTORS POLLUTION LIABILITY: applicable to the work being performed, with a limit no less than \$2,000,000.00 per claim or occurrence and \$2,000,000.00 aggregate per policy period of one year.

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

ADDITIONAL INSURED STATUS: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

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

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

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

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

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

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

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

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

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

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

14. INDEMNITY:

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

15. PROVISIONS PROVIDED BY LAW:

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

16. ADDENDA INTERPRETATIONS:

If it becomes necessary to revise any part of this Bid, a written or electronic addendum will be provided publicly. The City is not bound by any oral clarifications changing the scope of work for this project.

17. CANCELLATION OF CONTRACT:

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

18. TERMINATION FOR CONVENIENCE:

The City shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the

termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within 30 days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent, thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.

19. **TAXES:**

The City is exempt from state, retail, and federal excise taxes. The Bid price must be net, exclusive of taxes.

20. **EXCEPTIONS:**

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

21. **FISCAL FUNDING OUT:**

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

22. **LIMITATION OF FUNDING:**

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

23. **ESCALATION:**

Prices may not be increased during the term of the Contract.

24. **AUDIT OF RECORDS:**

(a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Bid in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Bid for a period of three (3) years after completion of this Bid and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Bid. The successful Respondent agrees to give the City access to records immediately upon request.

(b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Bid at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information concerning successful Respondent's operation hereunder, at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated

representative(s) finds that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City's or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

- (c) If, at any time during the term of this Bid, or at any time after the expiration or termination of the Bid, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (i) repaid immediately by the successful Respondent to the City or (ii) at the City's option, credited against any future billings due the successful respondent.
- (d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Bid.
- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful respondent's right to dispute.

25. INDEPENDENT CONTRACTOR:

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

26. COMPANY PERSONNEL:

The successful Respondent is solely responsible for the supervision and control of its staff performing work under the Contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract, a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement. The successful Respondent (and employees performing work) may be required to go through a City Background check which can be coordinated with the City's HR department if the successful Respondent will be performing work on City Property or have access to the City's network or data. Successful Respondent shall be notified during the contract phase what background check requirements apply to the contract.

27. KEY PERSONNEL:

The City designates Joy Yoshida, Buyer, as the responsible party for managing this Bid Advertisement. She can be reached at 702-633-1745 or at yoshidaj@cityofnorthlasvegas.com and is available Monday through Thursday from 6:30 am to 4:00 pm.

The City also designates John Runiks, Manager Infrastructure, as the project manager for this service. He can be contacted at 702-633-1267 or at runiks@cityofnorthlasvegas.com and is available Monday through Thursday from 5:30 a.m. to 3:00 p.m.

The cutoff date for any questions regarding this is **May 25, 2021, at 12:00 p.m. local time. Any questions submitted beyond this cut off time will not be answered.**

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1636 Facility Water Management Program**

DEFINITIONS

Bid - document submitted by Respondent in NGEM to the City of North Las Vegas offering the product or service that meets the requested specifications. Respondent will fill out the bid document with their price offering and complete all required documents

Certificates of Insurance – a document issued by an insurance company/broker that is used to verify the existence of insurance coverage under specific conditions granted to listed individuals. This document should list the effective date of the policy, the type of insurance coverage provided and the type and dollar amount of applicable liability and shall list the City of North Las Vegas, its public officials, officers, employees, agents, and volunteers, as an additional insured.

City - the City of North Las Vegas.

City Attorney – the lawyer employed by the City, who is legally appointed as legal counsel to transact business on the City's behalf.

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

City Council - the legislative body that governs the city.

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

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

City Staff - any person currently employed by the City.

Contract – the written agreement between the City and the Respondent selected by the City as having the best Proposal, as approved by City Council and fully executed by the parties.

Invitation to Bid - the official legal published advertisement of the bid requirements.

Key Personnel - defined City employees listed in Paragraph 27.

Pre-Bid Meeting – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a bid.

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

Purchasing Department – Department that reviews the bids for compliance to specifications, reviews the pricing, and awards the bid to the most responsive and responsible Respondent.

Recommendation of Award Notification – notification to the general public the City has recommended a Respondent who has been selected based on having the best bid/proposal by meeting the Criteria listed in the bid/Proposal documents. This Recommendation of Award goes to the City Council and upon City Council approval will be selected to fulfill the requirements as outlined in the bid.

Representative – person who represents a company and compiles questions to enable the company to

submit a bid that accurately identifies the City's requirements.

Respondent – Vendor who offers the requested product or service to the City on the official bid document.

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1636 Facility Water Management Program**

SCOPE OF WORK

- 1. Introduction:** The City of North Las Vegas (hereinafter referred to as the “City”) is seeking bids from qualified and experienced agencies in providing chemical and water treatment services at different facilities throughout the City.

- 2. Scope of Work:** The City of North Las Vegas is requesting the following services for seven (7) separate City facilities: City Hall (located at 2250 Las Vegas Blvd. N.), Municipal Court (located at 2332 Las Vegas Blvd. N.), Police Department (located at 2332 Las Vegas Blvd. N.), Police Department Evidence and Property Bureau (located at 2300 Civic Center Dr.), Silver Mesa Recreation Center (located at 4025 Allen Ln.), Fire Administration Facility (located at 4040 Losee Rd.), Aliante Library (located at 2400 Deer Springs Way), and Alexander Library (located at 1775 W. Alexander Rd.). The following describes a list of services requested:
 - a. The vendor will be responsible for maintaining a reliable water treatment program for the specified water systems at the seven City facilities. The vendor will also control scale, corrosion, organic growth, etc. within all treated systems.
 - b. The vendor will have an identified Account Manager and Account Representative to respond to emergency situations at any time during each day (e.g., responsive at all hours; 24 hours each day). The vendor shall provide chemicals and service by a dedicated representative on a regular basis to ensure the water treatment program is working as presented. At least one water treatment specialist from the vendor will be assigned for monitoring and quality control during and after hours.
 - c. Management of all systems (e.g., cooling tower, closed loops, and support system) to ensure established industry specifications and regulations are met.
 - d. All chemicals used must meet all required EPA regulations (local, state and federal) and be used in the proper dilution rates. The use of chromates or molybdenum will not be acceptable.
 - e. Identify hazardous conditions in the current water treatment process and propose a plan to improve the City’s safety. The vendor shall warrant that the chemicals used in the water treatment program shall not endanger the health or safety of persons encountering the chemicals and shall not damage personal or real property when used in accordance with the vendor’s instructions for use and disposal of such chemicals. The vendor shall provide Safety Data Sheets (SDS) for each chemical used on-site.
 - f. Once the bid has been awarded, the vendor shall, at no charge, submit a computer-generated report for all treated systems that details makeup water analysis for hardness, chlorides, alkalinity, dissolved solids, pH, conductivity and any special conditions. In addition, this report will detail control maximum and minimum ranges for cycles of concentration, chlorides, alkalinity, dissolved solids, pH, conductivity, microbial count, coupon or probe corrosion rate (if applicable), and chemical treatment residuals. The report will also include maximum evaporation rate, blow down rate and makeup rate. Maximum and minimum product usage ranges must also be detailed. The City has a goal to attain the maximum number of cycles while maintaining the integrity of

its equipment.

- g. The vendor shall provide proper containment for all chemicals utilized.. The vendor must utilize a chemical supplier(s) with a facility that will allow for efficient delivery when products are needed. The vendor is responsible for utilizing chemical suppliers that meet all regulations concerning chemical handling, storage and shipping.
- h. The method of cycle management is through utilization of a make-up water conductivity probe that will adjust cycles based on make-up water conductivity readings.
- i. The vendor will be responsible for all repairs needed for the controller or any components of the water treatment system.
- j. The chemical utilized by the vendor will be a solid system. No liquid chemical can be used except for nitrites for the closed loop system.
- k. For a closed loop system a bacteriological field tests must be provided. If bacteria is present, the vendor shall provide the necessary chemicals to clean and sterilize the system.
- l. Closed loop treatment for charging $\leq 50,000$ gallons of the water volume of each system treated annually. The City will purchase from the vendor any additional treatment products or chemicals should the treatment request exceed this volume level. This service shall be quarterly unless arranged by the vendor and the City.
- m. The vendor representative will determine and maintain the appropriate chemical feed, blow down and makeup water rates for all designated systems to ensure proper operation.
- n. Monthly service inspection includes, but is not limited to, visual inspection, water analysis and treatment recommendations. Existing or potential problems, mechanical or chemical, noted during inspections, must be reported to authorized City personnel. Repairs directly related to the water treatment service will be performed by the vendor. All other mechanical or equipment repairs will be assumed by the City. Chemical feed pump systems can be maintained by the vendor when authorized by a City representative.
- o. Inspect water systems and provide the chemical treatment necessary to control biological growth. Treatment will include a a combination of oxidizing and non-oxidizing biocides in order to control both fungi in the closed system, and algae in the cooling towers. The biocides must be EPA registered and meet the city, county, state and federal disposal regulations, and be administered in the proper levels so as not to damage equipment.*
- p. Monitor the systems so that corrosive water conditions can be tracked by utilizing corrosion coupons. Written reports must be forwarded by the vendor's analytical laboratory at no charge.
- q. If draining any system becomes necessary, the vendor will advise the City of any chemical and/or mechanical requirements necessary to maintain the integrity of the system, or the City will notify the vendor of any requirements if it becomes apparent before being detected by the vendor.
- r. An automated 24/7/365 Response & Monitoring System accessible via vendor's website that provides reporting or communication capabilities related to facility water

management through this website.

- s. The vendor shall repair or replace equipment for the term of the contract. All plastic tubing associated with the chemical pump system will be the responsibility of the vendor. The City will not be responsible for repair parts of equipment.
- t. The vendor representative should be present at the time of any inspection or system treatment. The City will give at least two days' notice prior to inspection or treatment that requires the vendor's presence.

The vendor representative shall monitor cooling systems, condenser and evaporator approach temperatures, and report any deviations to City's Facility Services.*

- u. The vendor will use a non-acid system for cooling tower water treatment program.*
- v. The vendor will utilize a controller that feeds chemicals based on actual active chemical readings in the system as opposed to a bleed and feed system based on conductivity only.
- w. The vendor shall clean or replace injection quills annually or more often if required, and supply chemicals as required to maintain proper levels in all systems.
- x. The vendor shall supply all testing equipment and reagents necessary to verify proper water chemistry for the duration of the contract.

*The cooling system services described above in Sections 2(o), 2(t), and 2(u) must be provided at least once monthly unless City personnel determines that the frequency needs to be revised.

3. Contractor Responsibilities:

The Contractor will be responsible for maintaining a reliable water treatment program. They will test the water and refurbish chemicals once a month. At the time of submission of the bid, the Bidder must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada as well as a North Las Vegas Business License. After proposed bids are reviewed, the City will award the bid to the vendor submitting the lowest responsive and responsible deemed to be in the City's best interest. Staff may call for references and seek feedback from current or past users.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1636 Facility Water Management Program**

EXHIBIT LISTING

Exhibit A - Offer Statement and Business Information which consists of the following:

- (a) An individual authorized to bind the Company should sign the statement, and the date signed should follow the signature.
- (b) Provide the name and phone number of the representative authorized to negotiate on behalf of the Respondent and answer questions regarding the Bid.
- (c) Provide copies of all Respondent's held state and local licenses applicable to performance of the subject potential Contract. Any Respondent conducting business must have a City of North Las Vegas Business License upon award of the contract. Information concerning City Business License requirements and fees may be obtained by calling the Business Services Division at 702-633-1520. However, a business license is not required to provide a Bid to the City.
- (d) Acknowledgement of any Bid addenda.

Exhibit B – Qualifications and Experience of Respondent

Exhibit C –Affidavit of Rejection of Coverage for Workers' Compensation under NRS 616B.627 and NRS 617.210 (If applicable, this form must also be notarized)

Exhibit D – Non-Collusion Affidavit ** this form must be notarized **

Exhibit E – Written Certification Required by NRS 332.065(3) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.

Exhibit F – Template of City of North Las Vegas Service Agreement. Any and all exceptions to the terms this agreement with explanation must be turned in with electronic submission

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1636 Facility Water Management Program
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

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

Did the contract contain a liquidated damages clause? YES NO

If yes, were damages assessed? YES NO If yes, what was the amount assessed? \$ _____

Example Contract 3:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

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

Did the contract contain a liquidated damages clause? YES NO

If yes, were damages assessed? YES NO If yes, what was the amount assessed? \$ _____

(ATTACH ADDITIONAL SHEET(S) IF EXTRA SPACE IS NEEDED)

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1636 Facility Water Management Program
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS’ COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, _____, being duly sworn,
deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

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

Signed this _____ day of _____, 20_____.

Signature _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20_____,

by _____ (name of person making statement).

Notary Signature _____

STAMP AND SEAL



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1636 Facility Water Management Program
EXHIBIT D- Non-Collusion Affidavit**

State of _____ County of _____

_____ being first duly sworn deposes that:

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

(Signed): _____
Title:

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public

My Commission expires: _____



CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1636 Facility Water Management Program
EXHIBIT E- Written Certification

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

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

 AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

 LEGAL NAME OF RESPONDENT

 AUTHORIZED SIGNATURE

 DATE

 TITLE



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1636 Facility Water Management Program
EXHIBIT F- Exceptions to North Las Vegas Service Agreement**

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Service Agreement.

SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made and entered into as of _____ (the “Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (the “City”), and [insert full legal name of Provider entity], a [insert entity type and state of origin] (“Provider”).

WITNESSETH:

A. WHEREAS, the City requires facility water management services, as described in Facility Water Management Services Bid B-1636 (“Invitation to Bid”), attached hereto as Exhibit A and incorporated herein by reference (the “Services”);

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

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

1. **Scope of Services**

Provider shall perform the Services in accordance with the terms of the Invitation to Bid, incorporated herein and attached as Exhibit A, Provider’s Bid, incorporated herein and attached as Exhibit B, and the terms, conditions, and covenants set forth in this Agreement. Provider shall at its own expense comply at all times with all municipal, county, state, and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

2. **Term**

This Agreement shall commence on the Effective Date and continue for a three-year period with two (2) one-year extensions at the sole discretion of the City Manager (the “Term”), unless earlier terminated in accordance with the terms herein.

3. **Compensation**

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

4. **Termination or Suspension of Services**

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

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

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

5. **Provider Representations and Warranties**

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

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

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

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

6. **Indemnification**

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

7. **Independent Contractor**

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

8. **Confidentiality**

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

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

9. **Insurance**

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

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

9.1.2 Commercial General Liability (CGL) : Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3 Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

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

9.1.4 Professional liability (Errors and Omissions): Insurance appropriate to the Provider's profession, with limit no less than \$2,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

9.1.5 Contractors Pollution Liability applicable to the work being performed, with a limit no less than \$2,000,000.00 per claim or occurrence and \$2,000,000.00 aggregate per policy period of one year.

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

9.1.6.1 Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

9.1.6.3 Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

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

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

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

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

9.1.6.8 Claims Made Policies: If any of the required policies provide claims-made coverage:

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

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

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

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

9.1.6.10 Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9.2 Provider shall deliver certificates of insurance indicating that such insurance is in effect to the City before commencement of the Services under this Agreement. If Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. Provider shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Provider pursuant to this Agreement.

9.3 All insurance policies required hereunder, and all renewals, shall be provided by a company or companies authorized to do business in Nevada and shall expressly:

9.3.1 Waive subrogation against the City, its officers, agents, servants and employees;

9.3.2 Provide that they are primary and noncontributing with any insurance which the City may carry;

9.3.3 Include or be endorsed to cover Provider's contractual liability to the City; and

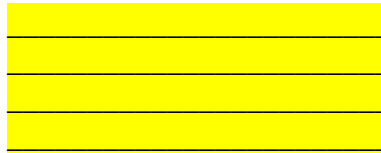
9.3.4 Disclose all deductible and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

10. **Notices**

10.1 Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North
North Las Vegas, Nevada 89030
Phone: 702-633-1745

To Provider:



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

11. **Safety**

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

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

12. **Entire Agreement**

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

13. **Miscellaneous**

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

court with jurisdiction over Clark County, Nevada.

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

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

13.4 Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5 Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.5 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

13.7 Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.8 Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.9 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

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

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

13.12 Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced

pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.13 Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.14 Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

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

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

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

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

[The remainder of this page is left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas
a Nevada municipal corporation

[REDACTED]
a [REDACTED]

By: _____
John J. Lee, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Catherine A. Raynor, MMC, City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

Exhibit A

Invitation to Bid – B-XXXX

Please see attached page(s).

Exhibit B

Bid

Please see attached page(s)