

Mayor  
John J. Lee

City Manager  
Ryann Juden

Council Members  
Scott Black  
Pamela A. Goynes-Brown  
Isaac E. Barron  
Richard J. Cherchio



**Finance Department**  
Purchasing-Risk Management Department  
2250 Las Vegas Boulevard, North · Suite #710 · North Las Vegas, Nevada 89030  
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**April 2, 2019**


**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1565 Chlorine Contact Basin Cover Replacement**

Bids will be received electronically on the Nevada Gov eMarketplace (NGEM) System at [www.ngemnv.com](http://www.ngemnv.com) or manually in the City Clerk's Office, 2250 Las Vegas Blvd. North, Suite 800, North Las Vegas, Nevada, 89030 until **May 8, 2019 at 1:00 P.M.** (the "Bid Due Date") and the bids will be publicly opened and read shortly thereafter in Conference Room 703 inside City Hall at the above listed address.

An optional Pre-Bid Conference will be held on **April 8, 2019 at 1:00 p.m.** in the City of North Las Vegas Finance Department at Conference Room #703, 2250 Las Vegas Boulevard North, North Las Vegas, Nevada, 89030. The purpose of this conference is to discuss the Invitation to Bid requirements and answer any questions or concerns.

All questions or concerns can be submitted electronically on the NGEM System or via e-mail to Tony Danford, Assistant Director, Administrative Services at [danforda@cityofnorthlasvegas.com](mailto:danforda@cityofnorthlasvegas.com). The cut-off time for all questions is **April 18, 2019, at 12:00 p.m.** If any questions are received, an addendum will be issued to answer those questions and the addendum will be posted on the NGEM System and will be made available at the City of North Las Vegas Purchasing Office.

Bid documents may be accessed at [www.ngemnv.com](http://www.ngemnv.com) or at the City of North Las Vegas Purchasing Office, Monday through Thursday, 8:00 a.m. – 4:45 p.m. at City Hall, 2250 Las Vegas Blvd. North, Suite 708, North Las Vegas, NV 89030. 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.

  
Catherine A. Raynor, MMC  
City Clerk

Published in the Las Vegas Review Journal  
(April 5, 2019)

**CITY OF NORTH LAS VEGAS INVITATION TO BID  
BID B-1565 Chlorine Contact Basin Cover Replacement**

**1. PUBLIC RECORDS:**

The Bid documents and all Bids submitted in response thereto are public records. You are cautioned not to put any material into the Bid that is proprietary in nature. All Bids submitted become the property of the City.

**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 a contract by all named parties will authorize delivery of services obtained under this Invitation to Bid.

**4. LABELING OF MANUALLY SUBMITTED BIDS:**

Bids may be submitted manually or online. Manually submitted Bids must be submitted in a sealed envelope plainly marked, "**BID B-1565 Chlorine Contact Basin Cover Replacement**", with the address of the Respondent in the upper left hand corner. Bids must be received by the City Clerk's Office, 2250 Las Vegas Blvd. North, Suite 800, North Las Vegas, Nevada, 89030 by the Bid Due Date. Bids submitted manually must include one original and two copies. Mark "Original" on the original Bid, and "Copy" on the two copies submitted with the original Bid. No responsibility will attach to the City, any official or employee thereof, for the pre-opening, post-opening, or failure to open, a Bid not properly addressed and identified.

**5. ELECTRONIC BID THROUGH NGEM SYSTEM:**

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.ngemnva.com](http://www.ngemnva.com). There is no cost for any Respondent to use the NGEM System, however, all Respondents that choose to submit an electronic bid or proposal must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Bids submitted electronically on the NGEM System must be submitted 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.

**6. 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 Tony Danford, Assistant Director, Administrative Services at [danforda@cityofnorthlasvegas.com](mailto:danforda@cityofnorthlasvegas.com) or ATTN: Tony Danford, Assistant Director, Administrative Services, City of North Las Vegas, 2250 Las Vegas Blvd. North, Suite 708, North Las Vegas, NV 89030. 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 mailed or e-mailed to all known prospective Respondents. 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.

**7. METHOD OF EVALUATION AND AWARD:**

The evaluation of this Bid will be conducted by City personnel. Please prepare your Bid according to the appropriate sections and your Bid will be evaluated accordingly.

**8. ASSIGNMENT OF CONTRACTUAL RIGHTS:**

It is agreed that this contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party. The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

**9. 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) All Bids shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material. Bids submitted manually must include one original and two copies of your Bid. Mark original on the original Bid, and copy on the 2 copies submitted with your original Bid.

**10. AWARD OPTIONS:**

The City of North Las Vegas will award this Bid to the Respondent that submits the most responsive, responsible Bid deemed to be in the City's best interest.

**11 BID PROTESTS:**

The City will publish the Recommendation of Award Notification on the City of North Las Vegas website ([www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)). Any Respondent may file a notice of protest regarding the proposed award of a 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.



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.

**16. WORKER'S COMPENSATION INSURANCE:**

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.

**17. INDEMNITY:**

The successful Respondent agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims arising out of or related to the Respondent's performance on this project.

**18. 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.

**19. ADDENDA INTERPRETATIONS:**

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

**20. 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.

**21. TERMINATION FOR CONVENIENCE:**

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within 30 days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent, 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.

**22. TAXES:**

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

**23. EXCEPTIONS:**

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

**24. FISCAL FUNDING OUT:**

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

**25. ESCALATION:**

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

**26. 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 of North Las Vegas 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.

**27. INDEPENDENT CONTRACTOR:**

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

**28. PUBLIC RECORDS:**

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person, unless declared by law to be confidential. This Contract, all supporting documents, and Bids submitted under the original Invitation to Bid are **deemed to be public records.**

**29. KEY PERSONNEL:**

The City designates Tony Danford, Assistant Director, Administrative Services, as the responsible party for managing this Bid Advertisement. He can be reached at 702-633-1463 or at [danforda@cityofnorthlasvegas.com](mailto:danforda@cityofnorthlasvegas.com) and is available Monday through Thursday from 8am to 4pm. The City also designates Daniel Ybarra, Operations Supervisor, as the project manager for this service. He can be contacted at 702-633-1124 or at [ybarrad@cityofnorthlasvegas.com](mailto:ybarrad@cityofnorthlasvegas.com) and is available Monday through Thursday from 8am to 4pm.

The cutoff date for any questions regarding this is **April 16, 2019, at 12:00 p.m. Pacific Standard Time.** Any questions submitted beyond this cut off time will not be answered.

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1565 Chlorine Contact Basin Cover Replacement**

**SCOPE OF WORK**

**1. Scope of Work:** Work includes design, removal of existing cover, supply and installation of new cover, and all related accessories and components required for a complete and functional cover system for the top of the Chlorine Contact Basin.

Fabric cover replacement of both main roof (North, South) and gable panels, perimeter attachment system (The perimeter system shall be aluminum material)

Cover fabric – Ferrari 832 or material that meets or exceeds 832 performance.

Type – PVC coated PE

Tensile Strength – 400/400 daN/5 cm

City needs to approve the final sample color (Grey)

Total surface area – Approximately 17,800 Square Feet

No exchange of existing main steel structure is required

Replacement of all cables (Cables shall be stainless steel material)

Aluminum Extrusions – All existing extrusions will be replaced

Include Freight on all goods

Work is to be performed while structure is in service. Structure contains approximately 18 feet of treated and chlorinated (0.2 mg/L residual) wastewater plant effluent.

Work will be performed between the hours of 7:00 am and 4:30 pm Monday through Friday. Days and hours can be extended, but any additional cost incurred to the City of North Las Vegas will be the responsibility of the contractor.

Work site must be cleared of all trash, debris and supplies at the completion of work.

Contractor must follow all City of North Las Vegas Wastewater Reclamation Facility Safety Policies and Procedures.

**2. Contractor Responsibilities:**

Contractor is fully responsible and accountable for any accidents or injuries to their employees while performing work at the City of North Las Vegas Water Reclamation Facility.

Contractor must meet or exceed all OSHA safety standards while executing scope of work.

Contractor must follow all City of North Las Vegas Safety Policies (Confined Space, Fall Protection, Hot Work Permit) and fill out required documents daily.

Report all accidents and near misses to the Utilities Director or Deputy Director in writing.

Contractor must ensure all employees performing work have had proper safety training and provide all personal protective equipment (PPE) necessary to perform their duties.



Contractors must provide all ladders, scaffold, ventilation equipment, air monitors, rescue devices and fall protection.

**Note:** The City of North Las Vegas will not supply and tools or equipment unless approved by the Director or Deputy Director of Utilities.

**Fall Protection:** Self-retracting lifeline must be used when entering the bioreactor with OSHA approved harness.

**Hot Work Permit Welding and Cutting:** Prior to any welding or cutting performed, a City of North Las Vegas Hot Work Permit must be filled out and signed by a WRF Supervisor or designated WRF employee.

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1565 Chlorine Contact Basin Cover Replacement**

**DEFINITIONS**

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

**Bid** - document returned by Respondent 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. Respondent will return the bid document to the City Clerk's office prior to the cutoff date and time issued on the Bid advertisement page.

**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 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 of North Las Vegas.

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

**Key Personnel** - defined City employees listed in Paragraph 30b.

**Mandatory/Optional Pre-Proposal Conference** – a meeting in which the Respondent is required to attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a proposal.

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

**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.

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

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1565 Chlorine Contact Basin Cover Replacement**

**DEFINITIONS**

**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 service or product 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.

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

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1565 Chlorine Contact Basin Cover Replacement**

**EXHIBIT LISTING**

**Exhibit A** – Bid Submittal Sheet - Fill out the pricing on Exhibit A for individual items. Use the last box to provide any comments you may have, you may attach an additional sheet if necessary, please label appropriately. This form is mandatory. Failure to fill out this form will make your bid non-responsive.

**Exhibit B** - 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 C** – Qualifications and Experience of Respondent

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

**CITY OF NORTH LAS VEGAS  
 INVITATION TO BID  
 BID B-1565 Chlorine Contact Basin Cover Replacement  
 EXHIBIT A  
 BID SUBMITTAL SHEET**

ITEM NO.	DESCRIPTION	QTY	UNIT OF MEASURE	TOTAL COST
1.	Complete cost of all materials to complete the project.	1	Project	
2.	Uninstall and Remove old cover and debris from City property.	1	Project	
3.	Installation of new chlorine contact basin cover.	1	Project	

**Total Bid Amount \$** \_\_\_\_\_

**NOTE: EXCEPTIONS TO BID \*\*THIS FORM IS MANDATORY-FAILURE TO COMPLETE THIS FORM IS CAUSE FOR REJECTION\*\*.**

This is a sealed Invitation to Bid (ITB) and negotiation of specifications or other terms and conditions typically are not permitted at, or after, Bid Opening. The Respondent must list on a separate sheet of paper any exceptions to the conditions of this Invitation to Bid. This sheet must be labeled, "Exceptions to Bid Conditions", and must be attached to the Bid Submittal Forms. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.

Delivery Time: \_\_\_\_\_

Payment Terms: \_\_\_\_\_ Percent \_\_\_\_\_ Days



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1565 Chlorine Contact Basin Cover Replacement  
EXHIBIT C  
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

**Name:** \_\_\_\_\_

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

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Provide 3 examples of contracts similar in size and scope that have been completed in the past 5 years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

**Example Contract 1:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Brief Description of Contract Scope: \_\_\_\_\_

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Term of Contract (Base plus Option Years): \_\_\_\_\_

Year of Base Contract Award: \_\_\_\_\_ Year Contract Completed: \_\_\_\_\_

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

Did the contract contain a liquidated damages clause?  YES  NO

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

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1565 Chlorine Contact Basin Cover Replacement  
EXHIBIT C – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

**Example Contract 2:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Brief Description of Contract Scope: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Term of Contract (Base plus Option Years): \_\_\_\_\_

Year of Base Contract Award: \_\_\_\_\_ Year Contract Completed: \_\_\_\_\_

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

Did the contract contain a liquidated damages clause?  YES  NO

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

**Example Contract 3:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Brief Description of Contract Scope: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Term of Contract (Base plus Option Years): \_\_\_\_\_

Year of Base Contract Award: \_\_\_\_\_ Year Contract Completed: \_\_\_\_\_

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

Did the contract contain a liquidated damages clause?  YES  NO

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

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



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1565 Chlorine Contact Basin Cover Replacement  
EXHIBIT D – AFFIDAVIT OF REJECTION OF COVERAGE  
FOR WORKERS' COMPENSATION  
UNDER NRS 616B.627 AND NRS 617.210**

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

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of 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-1565 Chlorine Contact Basin Cover Replacement  
EXHIBIT E- Non-Collusion Affidavit**

State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes that:

- (1) He/She is the \_\_\_\_\_ of \_\_\_\_\_, the Respondent that has submitted the attached 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 \_\_\_\_\_ 201\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_