

LED ENERGY EFFICIENT HIGH-RESOLUTION LIGHTING AND LIGHT ARMS FOR CRAIG RANCH REGIONAL PARK PURCHASE AGREEMENT

This LED Energy Efficient High-Resolution Lighting and Light Arms for Craig Ranch Regional Park Purchase Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and Codale Electric Supply, Inc., doing business as Nedco Supply, a Delaware corporation (“Provider”).

RECITALS

WHEREAS, the City desires to purchase LED Energy Efficient High-Resolution Lighting and Light Arms for Craig Ranch Regional Park as detailed on Invitation to Bid B-1702 (“Invitation to Bid”), attached hereto as Exhibit A (“Products”).

WHEREAS, the City desires to purchase the Products from Provider as outlined in this Agreement, including Exhibit A and Exhibit B, and Provider agrees to sell and deliver the Products upon the terms and conditions described in this Agreement.

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

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider’s bid dated November 7, 2023 (“Bid”) attached hereto as Exhibit B, complying with the terms of the Invitation to Bid, attached hereto as Exhibit A, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Bid or as otherwise specified by the City.

1.3. The Provider shall ship the Products to a shipping address specified by the City (“Delivery Location”) F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.5. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.6. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.7. The 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.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue until the products are received, inspected and accepted by the City or until the Project is complete as determined by the City in its sole and complete discretion, whichever is later ("Term"). Depending on the Products quantity that the City orders from the Provider the City may pay the Provider for the Products up to an amount not to exceed Four Hundred Eighty-One Thousand, Two Hundred Fifty-Seven Dollars and 95/100 (\$481,257.95).

2.2. The prices in the Bid will remain in effect for the Term or another specified date. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
Attention: Accounts Payable
2250 Las Vegas Blvd., North, Suite 700
North Las Vegas, NV 89030

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SECTION THREE REPRESENTATIONS AND WARRANTIES

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

3.1.1. Provider is a duly formed and validly existing Nevada company and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2. The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3. Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

Provider shall obtain and maintain, at its expense, the following insurance coverage for all work related to the performance of this Purchase Agreement: commercial general liability insurance, automobile liability insurance, worker's compensation insurance, and employers' liability insurance. While a copy of the Provider's insurance certificate is not immediately required, the City reserves the right to request a copy of the Provider's insurance certificate at any time during the Term of the Agreement. It is the Provider's responsibility to produce the insurance certificate upon the City's request.

SECTION FIVE TERMINATION

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

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SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A, and Exhibit B. This Section shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN NOTICES

7.1. All notices, demands, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile, or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

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| To City: | City of North Las Vegas Attention: Joy Yoshida 2250 Las Vegas Blvd., North, Suite 820 North Las Vegas, NV 89030 Phone: 702-633- 1745 |
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| To Provider: | Philcor TV & Electronics Leasing, LLC dba Nedco Supply Attention: Darin Brown 4200 Spring Mountain Road. Las Vegas, NV 89102 Phone: 702-367-0400 Email: darinb@nedco.com |
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7.2. The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

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SECTION EIGHT SAFETY

8.1. 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.

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

SECTION NINE MISCELLANEOUS

9.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

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

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

9.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

9.5. Controlling Agreement. To the extent any of the terms or provisions in the Bid 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 Provider's Bid 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.

9.6. 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 9.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

9.8. Time of Essence. Time is of the essence in the performance of this Agreement.

9.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

9.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected, and accepted.

9.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

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

9.13. 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 the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

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9.14. Public Record. Pursuant to NRS 239.010 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 the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 8.14 shall survive the expiration or early termination of the Agreement.

9.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

9.16. 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.

9.17. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

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

City of North Las Vegas,
a Nevada municipal corporation

Codale Electric Supply, Inc.
dba Nedco Supply, a Delaware corporation

By: _____
Pamela A. Goynes-Brown, Mayor

By: DARIN BROWN
Title: SALES
Name: DARIN BROWN

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

Exhibit A

Invitation to Bid – BID B-1702

Please see attached page(s).

Mayor
Pamela A. Goynes-Brown

City Manager
Ryann Juden, J.D., Ph.D.

Council Members
Scott Black
Ruth Garcia Anderson
Isaac E. Barron
Richard J. Cherchio



Finance Department
Purchasing Department
2250 Las Vegas Boulevard, North · Suite #710 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

October 10, 2023

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnva.com until **November 7, 2023 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# 470-745-0520, Meeting Pin# 381 214 404# on the Bid Due Date.**

An optional Pre-Bid Meeting will be held on **October 17, 2023 at 10:00 a.m. local time** via Google Meet conference call, Telephone # 402-503-0028, Meeting Pin# 192 946 654#. 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 the Pre-Bid meeting must be submitted in writing either via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **October 24, 2023, 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 on NGEM or on the City of North Las Vegas (City) 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. Capitalized terms contained in this Invitation to Bid are defined in the Definitions section on page 10.

Marie Leake
Procurement Manager

Published in the Las Vegas Review Journal
(October 10, 2023)

**CITY OF NORTH LAS VEGAS INVITATION TO BID
BID B-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park**

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. The City is a public agency under state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records, including this Invitation to Bid, 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 goods and/or services obtained under this Invitation to Bid.

4. ELECTRONIC BID THROUGH NGEM SYSTEM:

Bids must be submitted online through the Nevada Government eMarketplace (NGEM). NGEM 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. NGEM is available at www.ngemnvn.com. There is no cost for any Respondent to use NGEM, 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 NGEM no later than the Bid Due Date and time. NGEM's server clock will govern time of submittal.

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 the Contract with a Respondent to this Bid unless the Contract includes the written certification that the Respondent 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 company 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 company if that person, firm, or company 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. Neither expensive binders nor promotional material are necessary or required.

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. 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 term of the contract shall commence on the effective date and continue until products are received, inspected and accepted by the City.

13. INSURANCE:

Provider shall obtain and maintain, at its expense, the following insurance coverage for all work related to the performance of this Purchase Agreement: commercial general liability insurance, automobile liability insurance, worker's compensation insurance; and employers' liability insurance.

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 Invitation to Bid.

17. CANCELLATION OF CONTRACT:

The City reserves the right to cancel the award or execution of any agreement 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, through its City Manager or his/her designee, 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, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of a Bid. **A template of the City of North Las Vegas Purchase Agreement is attached at 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 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 Valerie Derrick, Recreation Superintendent, as the project manager for

this service. She can be contacted at 702-633-2561 or at derrickv@cityofnorthlasvegas.com and is available Monday through Thursday from 7am to 5pm. The City also designates Erin Reiswerg, Park Project Manager, as an additional project manager for this service. She can be contacted at 702-633-1635 or at reiswerg@cityofnorthlasvegas.com and is available Monday through Thursday from 7:30am – 5:30pm.

The cutoff date for any questions regarding this is **October 24, 2023, 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-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park**

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 lowest responsive and responsible Bid deemed to be in the City's best interest, 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-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park**

SCOPE OF WORK

1. Scope of Work:

Overview:

The City of North Las Vegas (“City”) is soliciting bids from qualified suppliers to replace Craig Ranch Park lighting with LED energy efficient high-resolution lighting. This includes the light fixtures and arms (single and double). Existing poles/bases shall remain in place. This solicitation is for the purchase of supplies only. Installation will be completed by City of North Las Vegas staff.

Project Scope

A supplier shall order, supply, and provide all equipment and materials necessary to complete the replacement of existing lighting. Freight is allowed to site. Design intent is based on NLS Lighting and EnvisionLED. See attached documentation for product data and requirements.

This work shall include:

DESCRIPTION OF WORK A: LED Lighting Replacement Project

| Quantity | Item Description |
|-----------------|---|
| 404 | Bell Shaped Pendant Light Fixture (NLS California Small or approved equal) |
| 368 | Single Arm 2 for Bell Shaped Pendant Lights (NLS Architectural Arm 2 or approved equal) |
| 18 | Double Arm 2 For Bell Shaped Pendant Lights (NLS Architectural Arm 16 or approved equal) |
| 307 | Area Light Fixtures for Parking Lots (NLS NV-1 or approved equal) |
| 165 | Single Arm 16 for Area Lights (NLS Architectural Arm 16 or approved equal) |
| 71 | Double Arm 16 for Area Light (NLS Architectural Arm 16 or approved equal) |
| 20 | Playground Light Fixtures (EnvisionLED Large Area Light Gen 3 or approved equal) |

Delivery timeframe:

- Order and supply to be completed within 180 days of supplier receiving Purchase Order.
- Supplier to provide drop off schedule with City employee until the project is complete. All deliveries require 48-hour minimum advanced notice of shipping date and 48-hour minimum advanced notice of delivery date.

Supplier shall be responsible for the following:

- Ordering, supply, and delivery of product.
- Communication with City staff.

Project Administrator

- Valerie Derrick
- Phone: 702-633-2561
- Email: derrickv@cityofnorthlasvegas.com

Contractor Responsibilities:

- Supplier responsible for procuring, transferring, and delivering all the required equipment and materials for the replacement of current lighting fixtures—freight is allowed to the work site.
- Maintaining open communication with a City employee to update them on product delivery, status, and project timelines.
- Supplier to provide a delivery schedule with City employee throughout the project until completion. All deliveries require 48-hour minimum advance notice of shipping date and 48-hour minimum advance notice of delivery date.

Bell Shaped Pendant Light Fixture

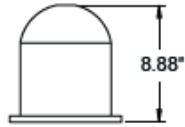
| CAL-S ORDERING GUIDE | | | | | |
|--|------------------|--|--------------------------------|---|--|
| Cat# | Top | Shade | Light Dist. | No. of LEDs | Milliamps |
| California Small 18" Diameter (CAL-S) | Top 1 (TP1) | Shade 1 (S1) | Type 2 (T2) | 16 (16L) | 350 (35) |
| | Top 2 (TP2) | Shade 4 (S4) | Type 3 (T3) | 32 (32L) | 400 (40) [Ⓓ] |
| | Top 3 (TP3) | Shade 6 (S6) | Type 4 (T4) | | 530 (53) |
| | | Shade 7 (S7) | Type 5 (T5) | | 700 (7) |
| | | Shade 8 (S8) | | | 1050 (1) |
| Kelvin | Volts | Mounting | Color | Controls | Options |
| Amber 585-600nm (AMBER) [Ⓓ] Ⓔ | 120-277 (UNV) | Arm Mount (AM) [Ⓓ] | Bronze Textured (BRZ) | Button Photocell (PC) [Ⓓ] | House Side Shield (HSS) |
| 2700K, 70 CRI (27K7) [Ⓓ] | 347-480 (HV) | Wall Mount (WM) [Ⓓ] | White Textured (WHT) | Nema 7-Pin Receptacle (PE7) [Ⓓ] | Bird Spikes (BS) |
| 2700K, 80 CRI (27K8) [Ⓓ] Ⓔ | | Architectural Arm Wall Mount (AAWM) [Ⓓ] | Smooth White Gloss (SWT) | Photocell + Receptacle (PCR) [Ⓓ] | Marine Grade Finish (MGF) |
| 3000K, 70 CRI (30K7) [Ⓓ] | | | Silver (SVR) | Receptacle + Shorting Cap (PER) [Ⓓ] | Buy American (BAA) [Ⓓ] |
| 3000K, 80 CRI (30K8) [Ⓓ] Ⓔ | | | Black Textured (BLK) | FSP-211 with Motion Sensor (UNV Voltage) (FSP-8) [Ⓓ] | Trade American (TAA) [Ⓓ] |
| 3500K, 80 CRI (35K8) [Ⓓ] | | | Smooth Black Gloss (SBK) | *8' and Below (FSP-20) [Ⓓ] | Build America Buy American (BABA) [Ⓓ] |
| 4000K, 70 CRI (40K7) | | | Graphite Textured (GPH) | *9'-20' Heights (FSP-40) [Ⓓ] | |
| 4000K, 80 CRI (40K8) [Ⓓ] | | | Grey Textured (GRY) | *21'-40' Heights | |
| 5000K, 70 CRI (50K7) | | | Green (GRN) | Custom Controls Integration (CCI) [Ⓓ] | |
| 5000K, 80 CRI (50K8) [Ⓓ] | | | Custom (CS) | | |
| Notes: [Ⓓ] Consult Factory for Lead Time. Consult Factory for 90 CRI Requests. [Ⓔ] For Arm Mount, please select an Architectural Arm (AA) separately. [Ⓕ] Universal Voltage 120-277 [Ⓖ] Only compatible with Arm Mount Arch Arms: 2, 3, 7-11, 13-18 [Ⓗ] 3000K or lower must be selected to meet International Dark Sky Association certification. [Ⓙ] For AAWM, please select an Architectural arm (AA) separately. [Ⓚ] Consult Factory. [Ⓛ] Please contact Factory for Custom Control Integration requests (nLight, NX, WaveLinx, Crestron, DMX/RDM, Synapse, Casambi, Dali II, or other control systems) [Ⓜ] Turtle Safe [Ⓝ] Consult factory for all BAA/TAA/BABA requests [Ⓟ] 16L Only | | | | | |
| NLS LIGHTING 701 Kingshill Place, Carson, CA 90746 Call Us Today (310) 341-2037 | | nlsighting.com | | | |

PRODUCT SPECIFICATIONS

PRODUCT CONFIGURATION

TOPS

TOP 1 Smooth



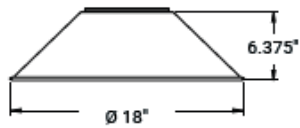
TOP 2 Alum. Rings



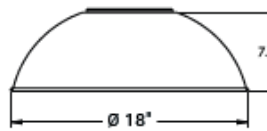
TOP 3



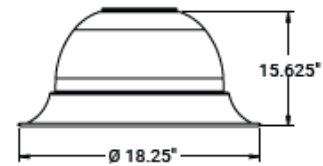
SHADES



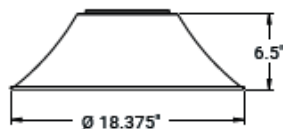
SHADE 1



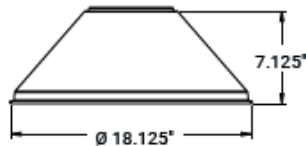
SHADE 4



SHADE 6



SHADE 7



SHADE 8

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LIGHTING

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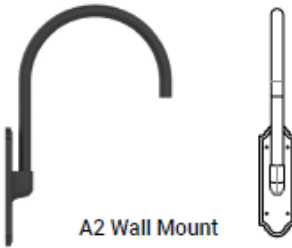
nlsighting.com



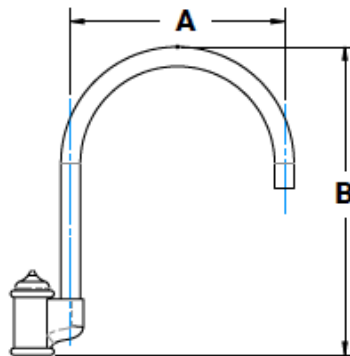
A2 Single



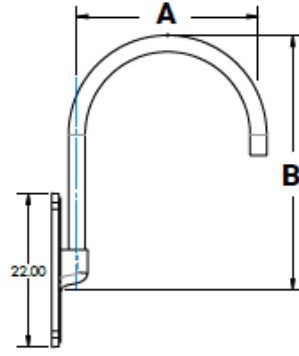
A2 Double 180



A2 Wall Mount



A2 Single



A2-WM Cast Wall Plate

| MODEL | A | B | C | EPA SGL | EPA DBL | EPA WM |
|-------|--------|--------|-------------------------------|---------|---------|--------|
| A2-S | 17 in. | 29 in. | 1 7/8" Ø (1-1/2 in. SCH40) | 1.2 | 1.9 | .9 |
| A2-L | 26 in. | 38 in. | 1 7/8" Ø (1-1/2 in. SCH40) | 1.5 | 2.8 | 1.4 |
| A2-XL | 26 in. | 38 in. | 2 3/8" Ø (2 in. SCH40) | | | |

Architectural Arm 2 is constructed of extruded aluminum tubing. Integrates with poles or tenons of 3-1/2", 4", 4-1/2", or 5" OD and is secured with 3/8" stainless steel Allen set screws.

Contact NLS for custom configuration or others mounting options. Arms are designed, tooled, fabricated and assembled in the USA.




Project Name:

Type:


| Cat # | Mounting | Pole or Tenon Diameter | Color |
|----------------------------------|--------------------|------------------------|--------------------|
| Architectural Arm 2 Small (A2-S) | Single (SGL) | 3" Round (3R) | Bronze (BRZ) |
| | Double 180° (D180) | 4" Round (4R) | White (WHT) |
| | Wall Mount (WM) | 4 1/2" Round (412R) | Silver (SVR) |
| Architectural Arm 2 Large (A2-L) | | 5" Round (5R) | Black (BLK) |
| | | | Hunter Green (HGN) |
| | | | Graphite (GPH) |
| | | | Grey (GRY) |
| | | | Custom (CS) |

Double Arm 2 For Bell Shaped Pendant Lights

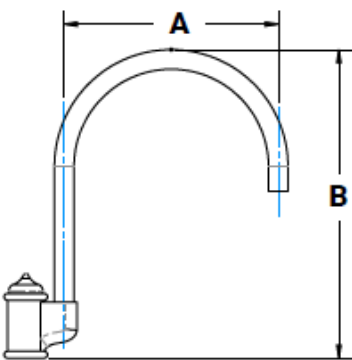


ARCHITECTURAL ARM 2

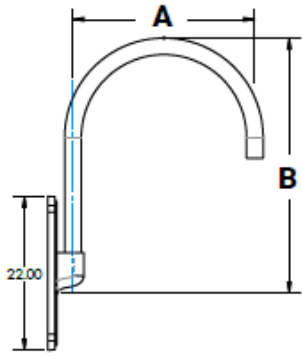
ARMS




A2 Single



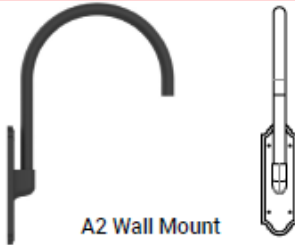
A2 Single



A2-WM Cast Wall Plate



A2 Double 180





A2 Wall Mount

| MODEL | A | B | C | EPA SGL | EPA DBL | EPA WM |
|-------|--------|--------|-------------------------------|---------|---------|--------|
| A2-S | 17 in. | 29 in. | 1 7/8" Ø (1-1/2 in. SCH40) | 1.2 | 1.9 | .9 |
| A2-L | 26 in. | 38 in. | 1 7/8" Ø (1-1/2 in. SCH40) | 1.5 | 2.8 | 1.4 |
| A2-XL | 26 in. | 38 in. | 2 3/8" Ø (2 in. SCH40) | | | |

Architectural Arm 2 is constructed of extruded aluminum tubing. Integrates with poles or tenons of 3-1/2", 4", 4-1/2", or 5" OD and is secured with 3/8" stainless steel Allen set screws.


Contact NLS for custom configuration or others mounting options. Arms are designed, tooled, fabricated and assembled in the USA.

Project Name:

Type:

| Cat # | Mounting | Pole or Tenon Diameter | Color |
|----------------------------------|--------------------|------------------------|--------------------|
| Architectural Arm 2 Small (A2-S) | Single (SGL) | 3" Round (3R) | Bronze (BRZ) |
| | Double 180° (D180) | 4" Round (4R) | White (WHT) |
| | Wall Mount (WM) | 4 1/2" Round (412R) | Silver (SVR) |
| Architectural Arm 2 Large (A2-L) | | 5" Round (5R) | Black (BLK) |
| | | | Hunter Green (HGN) |
| | | | Graphite (GPH) |
| | | | Grey (GRY) |
| | | | Custom (CS) |




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Area Light Fixtures for Parking Lots



NV-1

AREA, SITE & ROADWAY

FORM AND FUNCTION

- Sleek, low profile housing
- Spec grade performance
- Engineered for optimum thermal management
- Low depreciation rate
- Reduces energy consumption and costs up to 65%
- Exceeds IES foot candle levels utilizing the least number of poles and fixtures per project
- Optical system designed for:
 - Parking Lots
 - Auto Dealerships
 - General Area Lighting


CONSTRUCTION

- Die Cast Aluminum
- External cooling fins
- Corrosion resistant external hardware
- One-piece silicone gasket ensures IP65 seal for electronics compartment
- One-piece Optics Plate™ mounting silicone Micro Optics
- Two-piece silicone Micro Optic system ensures IP67 level seal around each PCB
- Grade 2 Clear Anodized Optics Plate™ standard


FINISH

- 3-5 mils electrostatic powder coat.
- NLS' standard high-quality finishes prevent corrosion, protects against extreme environmental conditions

WARRANTY
Five-year limited warranty for drivers and LEDs.



BUY AMERICAN
To ensure the latest BAA/TAA/BABA Standards are being met, please select BAA, TAA, or BABA in the options section. Please contact the factory before placing an order for any NLS products requesting BAA (Buy American Act), TAA (Trade American Act), or BABA (Build America, Buy America).



| LED WATTAGE CHART | | | | | |
|-------------------|-----|------|------|------|--|
| | 16L | 32L | 48L | 64L | |
| 400 milliamps | 21w | - | - | - | |
| 530 milliamps | 28w | - | - | - | |
| 700 milliamps | 36w | 71w | 104w | 136w | |
| 1050 milliamps | 56w | 106w | 156w | 205w | |

Project Name:

Type:

| Cat# | Light Dist. | # of LEDs | Milliamps | Kelvin | Volts | Mounting | Color | Options |
|----------------|-----------------------------------|-------------|-------------|--------------------------------|------------------|---|--------------------------------|---|
| NV-1 (NV-1) | Type 2 (T2) | 16 (16L) | 400 (40) | Amber 565-600nm (AMBER)ⓐ | 120-277 (UNV) | Architectural Sweep Arm (ASA) | Bronze Textured (BRZ) | Bird Spikes (BS) Marine Grade Finish (MGF) Optic Plate Painted to Match Fixture (OPP) Nema 7-Pin Receptacle (PE7) Photocell + Receptacle (PCR) Receptacle + Shorting Cap (PER) FSP-211 with Motion Sensor (FSP-20) ⓑ 9'-20' Heights (FSP-40) ⓑ 21'-40' Heights Quick Mount Bracket (QMB) Retrofit Mount Bracket (RQMB) Round Pole Adaptor 3"-4" Pole (RPA4) Round Pole Adaptor 5"-6" Pole (RPA5) Rotated Optic Left (ROL) Rotated Optic Right (ROR) Automotive House Side Shield (AHS) House Side Shield (HSS)ⓑ Black Optic Frame (BOF) Glass Lens (GL)ⓑ HAL Lens (HAL)ⓑ Buy American (BAA)ⓑ Trade American (TAA)ⓑ Build America Buy American (BABA)ⓑ Custom Controls Integration (CCI)ⓑ |
| | Type 3 (T3) | 32 (32L) | 530 (53) | 2700K, 70 CRI (27K7)ⓐ | 347-480 (HV) | Direct Pole 3" Arm Single, D180 (DPS3)ⓐ | White Textured (WHT) | |
| | Type 4 (T4) | 48 (48L) | 700 (7) | 2700K, 80 CRI (27K8)ⓐ | | Direct Pole 7" Arm D180, D90, T90, T120, Quad (DPS7)ⓐ | Smooth White Gloss (SWT) | |
| | Type 5 (T5) | 64 (64L) | 1050 (1) | 3000K, 70 CRI (30K7)ⓐ | | Knuckle Mount (KM) | Silver (SVR) | |
| | Nema 3 30" Narrow Beam (N3) | | | 3000K, 80 CRI (30K8)ⓐ | | Wall Mount (WM) | Black Textured (BLK) | |
| | | | | 3500K, 80 CRI (35K8) | | Trunnion Mount (TM)ⓐ | Smooth Black Gloss (SBK) | |
| | | | | 4000K, 70 CRI (40K7) | | Tennis Arm Mount (TA) | Graphite Textured (GPH) | |
| | | | | 4000K, 80 CRI (40K8)ⓐ | | Mast Arm Mount (MA) | Grey Textured (GRY) | |
| | | | | 5000K, 70 CRI (50K7) | | | Green (GRN) | |
| | | | | 5000K, 80 CRI (50K8)ⓐ | | | Hunter Green (HGN) | |
| | | | | | | | Custom (CS) | |

Notes:

ⓐ Consult Factory for Lead Time. Consult Factory for 90 CRI Requests.

ⓑ For Round Pole Specify RPA4 or RPA5

ⓒ Standard finish is stainless steel. Can be painted to match fixture

ⓓ Universal Voltage 120-277

ⓔ HSS not applicable with Nema 2 and Nema 3 Optics

ⓕ 3000K or lower, with fixed mounting options only, must be selected to meet International Dark-Sky Association certification.

ⓖ Glass Lens: Low iron glass, fully tempered per ANSI C1047 (CSH-2201-37)


ⓗ HAL Lens: Clear Soda-Lime-Silica Float Glass, Yellow (Spectrum Yellow Smooth 161S), Annealed, 1/8"

ⓙ Please contact Factory for Custom Control Integration requests (nLight, NX, WaveLux, Creston, DMX/RDM, Synapse, Casambi, Dali II, Axi-On, or other control systems)

ⓚ Turtle Safe

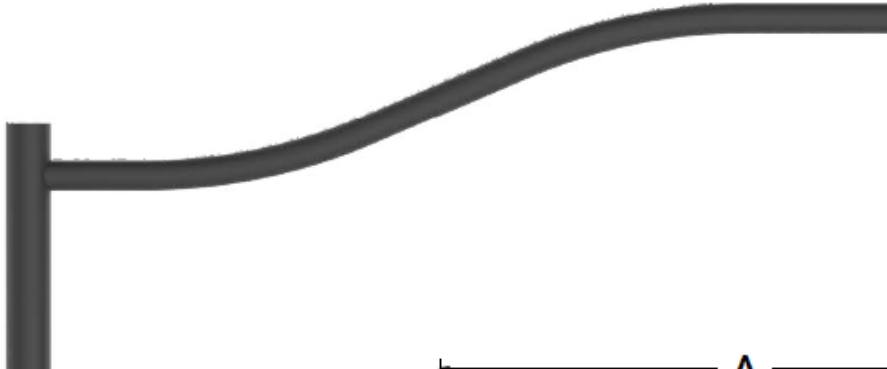
ⓛ Consult factory for all BAA/TAA/BABA requests

Single Arm 16 For Area Lights

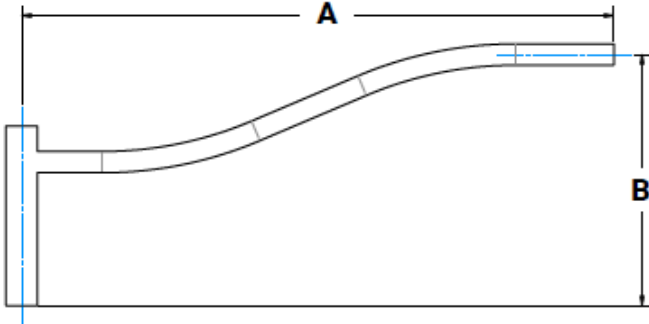


ARCHITECTURAL ARM 16



ARMS



| MODEL | A | B | EPA SGL | EPA DBL |
|---------|--------|--------|------------|------------|
| A16-S | 48 in. | 28 in. | 1.38 | 2.27 |
| A16-L | 60 in. | 28 in. | 1.57 | 2.67 |
| A16-XL | 72 in. | 28 in. | | |
| A16-XXL | 84 in. | 28 in. | | |




Architectural Arm 16 is constructed of extruded aluminum tubing. This mast arm integrates with poles or tenons of 3-1/2", 4", 4-1/2", or 5" OD and is secured with 3/8" stainless steel Allen set screws. Contact NLS for custom configuration or others mounting options. Arms are designed, tooled, fabricated and assembled in the USA.

Project Name:

Type:


| Cat # | Mounting | Pole or Tenon Diameter | Color |
|---|--|------------------------|--------------------|
| Architectural Arm 16 Small (A16-S) | Single (SGL) | 3 1/2" Round (312R) | Bronze (BRZ) |
| Architectural Arm 16 Large (A16-L) | Double 180° (D180) | 4" Round (4R) | White (WHT) |
| Architectural Arm 16 Extra Large (A16-XL) | Wall Mount (WM) <i>*For A16-S Only</i> | 4 1/2" Round (412R) | Silver (SVR) |
| Architectural Arm 16 Extra Extra Large (A16-XXL) | | 5" Round (5R) | Black (BLK) |
| | | | Hunter Green (HGN) |
| | | | Graphite (GPH) |
| | | | Grey (GRY) |
| | | | Custom (CS) |



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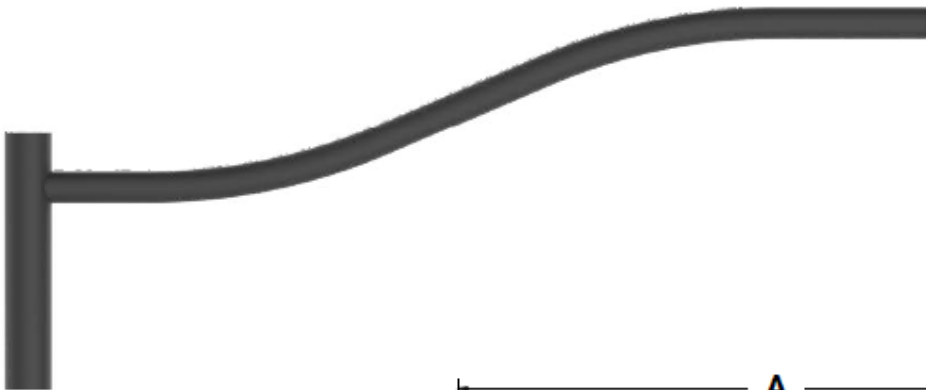
nlsighting.com

Double Arm 16 For Area Lights

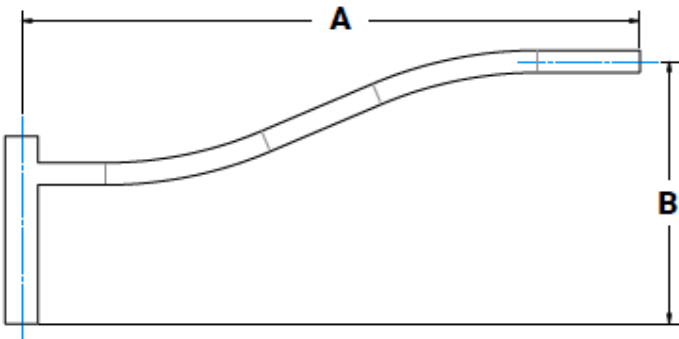


ARCHITECTURAL ARM 16



ARMS



| MODEL | A | B | EPA SGL | EPA DBL |
|---------|--------|--------|------------|------------|
| A16-S | 48 in. | 28 in. | 1.38 | 2.27 |
| A16-L | 60 in. | 28 in. | 1.57 | 2.67 |
| A16-XL | 72 in. | 28 in. | | |
| A16-XXL | 84 in. | 28 in. | | |



Architectural Arm 16 is constructed of extruded aluminum tubing. This mast arm integrates with poles or tenons of 3-1/2", 4", 4-1/2", or 5" OD and is secured with 3/8" stainless steel Allen set screws. Contact NLS for custom configuration or others mounting options. Arms are designed, tooled, fabricated and assembled in the USA.

Project Name:

Type:

| Cat # | Mounting | Pole or Tenon Diameter | Color |
|--|---|------------------------|--------------------|
| Architectural Arm 16 Small (A16-S) | Single (SGL) | 3 1/2" Round (312R) | Bronze (BRZ) |
| Architectural Arm 16 Large (A16-L) | Double 180° (D180) | 4" Round (4R) | White (WHT) |
| Architectural Arm 16 Extra Large (A16-XL) | Wall Mount (WM) <small>*For A16-S Only</small> | 4 1/2" Round (412R) | Silver (SVR) |
| Architectural Arm 16 Extra Extra Large (A16-XXL) | | 5" Round (5R) | Black (BLK) |
| | | | Hunter Green (HGN) |
| | | | Graphite (GPH) |
| | | | Grey (GRY) |
| | | | Custom (CS) |

Playground Light Fixtures



Large Area Light Gen 3 5-Power + 3 CCT Selectable



| WATT | LUMENS | WATT | LUMENS |
|------|--------|------|--------|
| 20 | 2,800 | 200 | 28,000 |
| 40 | 5,600 | 215 | 30,100 |
| 60 | 8,400 | 225 | 31,500 |
| 80 | 11,200 | 240 | 33,600 |
| 90 | 12,600 | 250 | 35,000 |
| 100 | 14,000 | 275 | 38,500 |
| 110 | 15,400 | 300 | 42,000 |
| 130 | 18,200 | 330 | 46,200 |
| 140 | 19,600 | 360 | 50,400 |
| 150 | 21,000 | 390 | 54,600 |
| 165 | 23,100 | 420 | 58,800 |
| 190 | 26,600 | 450 | 63,000 |

LUMENS BASED OFF 4000K, 30K & 50K +/- 5%

| Series | Finish ¹ | Voltage ² | Photocell | Optics |
|----------------------------------|---------------------|----------------------|--------------|------------|
| LED-ARL3-5P240-TRI | BZ | UNV | (Blank) | (Blank) |
| LED-ARL3-5P100-TRI | BZ | UNV | No Photocell | Type 3 |
| 20/40/60/80/100W • 30/40/50K | Bronze (standard) | 120-277V | | (Included) |
| LED-ARL3-5P150-TRI | BL ¹ | HV | PC | II |
| 140/165/190/215/240W • 30/40/50K | Black | 277-480V* | Photocell | Type 2 |
| LED-ARL3-5P300-TRI | WH ¹ | | PCHV | IV |
| 200/225/250/275/300W • 30/40/50K | White | | Photocell | Type 4 |
| LED-ARL3-5P450-TRI | GRY ¹ | | High Voltage | V |
| 330/360/390/420/450W • 30/40/50K | Gray | | | Type 5 |
| | CS ¹ | | | |
| | Custom Color | | | |

1. Standard quickship finish is bronze.
Other colors are custom finishes.
2. *5P100 & 5P240 Not Available in HV

Specs and model numbers are subject to change with or without notice.

Project: _____ Part #: _____
Type: _____

Area Lights



Detail Specifications:

- Finish: Bronze, Custom finishes available
- IP Rating: Wet Location (IP65)
- Beam Angle: Type III Standard; Type II, IV, V available
- CRI: >80
- Chip: SMD2835, R9 >50
- Operating Temperature: -40° - 122° F
- Average life (L70) of 70,000 hours

Applications:

- Dock and loading
- Parking Lots
- Car dealerships
- Roadway
- Outdoor corridor
- General outdoor lighting
- Commercial & Industrial Lighting

Product Information:

- Sturdy die-cast aluminum housing finished with corrosion free powder coat
- 2' SJTW 18/3 AWG cable whip included
- Dark Sky Compliant (3000K setting)
- House side shields available
- Twist-C Control Ready
- Select-n-Switch Technology

Driver Options:

- UNV: 120-277V 0-10V Dimmable
- HV: 277-480V 0-10V Dimmable
- Built in 6Kv surge protector (10Kv & 20Kv available)
- THD: <15% (+/- 5% tolerance), PF >0.9
- Flicker free

Mounting & Installation:

- Optional tenon mount adaptors available
- Several standard bracket options available (see page 4)

Certifications:

- UL Listed for USA and CA
- DLC Listed
- ROHS Compliant
- CA Title 24 Approved
- FCC CFR 47, GCC Part 15, Subpart B:2017
- 7 Year Limited Warranty

Optional Accessories (Order Separately)

| Bracket | Control Sensor | Shield |
|---------|-------------------------------|-------------------------------------|
| ARL3-SA | | |
| ARL3-SF | S-TWC-MW-1 | ARL3-100-150W-HSS-BZ |
| | S-Line: Twist-C | House Side Shield for 100W and 150W |
| | Microwave Sensor | |
| | S-TWC-PIR-1 | ARL3-240-300W-HSS-BZ |
| | S-Line: Twist-C | House Side Shield for 240W and 300W |
| | PIR Sensor | |
| | S-TWC-MW-BT | ARL3-450W-HSS-BZ |
| | S-Line: Twist-C | House Side Shield for 450W |
| | Microwave Sensor w/ Bluetooth | |
| | TWC-DL | |
| | S-Line: Twist-C | |
| | Daylight Sensor: | |
| | Dusk to Dawn, | |
| | works like a photocell | |
| | S-LINE-R | |
| | Remote for S-LINE | |
| | Series Sensors | |
| | HB01DMS-A | |
| | Bi-Level Motion | |
| | & Daylight Sensor | |
| | HB03R | |
| | HB01DMS-A Remote | |

EnVision LED Lighting, Inc.

8028 Bandini Blvd. | Bell, CA 90040 | Tel.: 323-804-0086 | www.envisionledlighting.com

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park**

EXHIBIT LISTING

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

- (a) An individual authorized to bind the Respondent 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(4) 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 Purchase 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-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park
EXHIBIT A
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **BID B-XXXX LED Energy Efficient High-Resolution Lighting and Light Arms for Craig Ranch Regional Park** and constitutes an offer by this company to enter into a contract as described herein.

| | | |
|---|------------------|--------------------------|
| AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) | | LEGAL NAME OF RESPONDENT |
| AUTHORIZED SIGNATURE | | DATE |
| TITLE | TELEPHONE NUMBER | FAX NUMBER |
| ADDRESS OF RESPONDENT | | |
| CITY | STATE | ZIP CODE |
| E-MAIL ADDRESS: _____ | | |
| CNLV-BUSINESS LICENSE NO: _____ | | |
| ____ A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED (if applicable) | | |

FOR INFORMATIONAL PURPOSES ONLY

Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?

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

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park
EXHIBIT B
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.

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: _____

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-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park
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-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park
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-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park
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-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park
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-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park
EXHIBIT F- Exceptions to North Las Vegas Purchase Agreement**

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

AGREEMENT TO PURCHASE LED ENERGY EFFICIENT HIGH-RESOLUTION LIGHTING AND LIGHT ARMS FOR CRAIG RANCH REGIONAL PARK

This Agreement to Purchase LED Energy Efficient High-Resolution Lighting and Light Arms for Craig Ranch Regional Park (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and [name of entity], a [state of registration and type of entity] (“Provider”).

RECITALS

WHEREAS, the City desires to purchase LED Energy Efficient High-Resolution Lighting and Light Arms for Craig Ranch Regional Park as detailed on Invitation to Bid B-1702 (“Invitation to Bid”), attached hereto as Exhibit A (“Products”).

WHEREAS, the City desires to purchase the Products from Provider as outlined in this Agreement, including Exhibit A and Exhibit B, and Provider agrees to sell and deliver the Products upon the terms and conditions described in this Agreement.

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

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider’s bid dated [] (“Bid”) attached hereto as Exhibit B, complying with the terms of the Invitation to Bid, attached hereto as Exhibit A, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Bid or as otherwise specified by the City.

1.3. The Provider shall ship the Products to a shipping address specified by the City (“Delivery Location”) F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.5. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.6. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.7. The 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.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue until the products are received, inspected and accepted by the City or until the Project is complete as determined by the City in its sole and complete discretion, whichever is later ("Term"). Depending on the Products quantity that the City orders from the Provider the City may pay the Provider for the Products up to an amount not to exceed [REDACTED] (\$[REDACTED]).

2.2. The prices in the Bid will remain in effect for the first three (3) years of the Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
Attention: Accounts Payable
2250 Las Vegas Blvd., North, Suite 700
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

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

3.1.1. Provider is a duly formed and validly existing [entity type] and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2. The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3. Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

Provider shall obtain and maintain, at its expense, the following insurance coverage for all work related to the performance of this Purchase Agreement: commercial general liability insurance, automobile liability insurance, worker's compensation insurance, and employers' liability insurance. While a copy of the Provider's insurance certificate is not immediately required, the City reserves the right to request a copy of the Provider's insurance certificate at any time during the Term of the Agreement. It is the Provider's responsibility to produce the insurance certificate upon the City's request.

SECTION FIVE TERMINATION

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

SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A, and Exhibit B. This Section shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN NOTICES

7.1. All notices, demands, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile, or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:

City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030

Phone: 702-633- 1745

To Provider:

[REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]
Phone: [REDACTED]

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

SECTION EIGHT SAFETY

8.1. 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.

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

SECTION NINE MISCELLANEOUS

9.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related top this Agreement or actions to enforce or interpret the terms of this Agreement.

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

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

9.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

9.5. Controlling Agreement. To the extent any of the terms or provisions in the Bid 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 Provider's Bid 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.

9.6. 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 9.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

9.8. Time of Essence. Time is of the essence in the performance of this Agreement.

9.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

9.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected, and accepted.

9.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

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

9.13. 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 the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

9.14. Public Record. Pursuant to NRS 239.010 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 the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 8.14 shall survive the expiration or early termination of the Agreement.

9.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

9.16. 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.

9.17. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

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

City of North Las Vegas,
a Nevada municipal corporation

[REDACTED],
a [REDACTED]

By: _____
Pamela A. Goynes-Brown, Mayor

By: _____
Title: _____
Name: _____

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

Exhibit A

Invitation to Bid – BID B-1702

Please see attached page(s).

Exhibit B

Bid

Please see attached page(s).

Mayor
Pamela A. Goynes-Brown

City Manager
Ryann Juden, J.D., Ph.D.

Council Members
Scott Black
Ruth Garcia Anderson
Isaac E. Barron
Richard J. Cherchio



Finance Department
Purchasing Department
2250 Las Vegas Boulevard, North · Suite #710 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

October 24, 2023

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park

ADDENDUM #1

The deadline for questions for this proposal was 12:00 p.m., October 24, 2023. The following are the questions that were received along with the answers to those questions.

**Question 1. The bid specifies certain manufacturers and model numbers for product, but would any alternate and equivalent products be considered?
If so, would we send the manufacturer specification sheets to you for review and approval of the alternates?**

Answer: Alternate and equivalent products will be considered. If proposing an alternative or equivalent please provide manufacturer specification sheets. Alternatives or equivalents must be approved by the City.

Question 2. As this is just a bid of supply of materials and there is no installation, I just wanted to check is this compulsory to obtain a North Las Vegas Business License.

Answer: A business license will not be required.

Marie Leake
Procurement Manager
Purchasing Department

City of North Las Vegas
BID B-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park
Pre-bid Meeting held on October 17, 2023, 2023 at 10:00 am via
Google Meet conference call
Conference Call Attendees

City of North Las Vegas

Belia Guzman, Buyer
Valerie Derrick, Recreation Superintendent

Vendors

Scott McCormick
Discount Light Depot Inc dba MCOR Lighting
3175 W. Ali Baba Lane, #802 | Las Vegas, NV 89118
Email: smccormick@mcorlighting.com

Exhibit B

Bid

Please see attached page(s).



BID B-1702 Addendum 1
NEDCO SUPPLY
PHILCOR TV AND ELECTRONICS LEASING
INC
Supplier Response

Event Information

Number: BID B-1702 Addendum 1
Title: LED Energy Efficient High-Resolution Lighting and Light Arms for Craig Ranch Regional Park
Type: Invitation for Bid
Issue Date: 10/10/2023
Deadline: 11/7/2023 01:00 PM (PT)
Notes: The City of North Las Vegas ("City") is soliciting bids from qualified suppliers to replace Craig Ranch Park lighting with LED energy efficient high-resolution lighting. This includes the light fixtures and arms (single and double). Existing poles/bases shall remain in place. This solicitation is for the purchase of supplies only. Installation will be completed by City of North Las Vegas staff.

Contact Information

Contact: Joy Yoshida
Address: 2250 Las Vegas Blvd. Suite 820
North Las Vegas, NV 89030
Phone: 1 (702) 6331745
Email: yoshidaj@cityofnorthlasvegas.com

NEDCO SUPPLY Information

Address: 4200 SPRING MOUNTAIN RD
LAS VEGAS, NV 89102
Phone: (702) 367-0400 x148
Fax: (702) 367-0403
Web Address: www.nedco.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Darin Brown

Signature

Submitted at 11/7/2023 11:28:23 AM (PT)

darinb@nedco.com

Email

Requested Attachments

Required Documents

CNLV ABCDE.pdf

Exhibits A, B, C, D, and E, must be submitted as part of your Bid response.

Required Documents

CNLV EXHIBIT F.pdf

Exhibit F must be submitted as part of your Bid response. Any and all exceptions to CNLV purchase agreement must be noted in response. All redlines to Exhibit F must be submitted as part of your Bid response. No redlines will be accepted after bid submission.

Bid Attributes

1 Acknowledgment of Addendum #1

I acknowledge receipt of Addendum #1

☒ Acknowledgment of Receipt of Addendum #1

Bid Lines

1 Bell Shaped Pendant Light Fixture (NLS California Small or approved equal)

Quantity: 404 UOM: EA Unit Price: \$563.00 Total: \$227,452.00

2 Single Arm 2 for Bell Shaped Pendant Lights (NLS Architectural Arm 2 or approved equal)

Quantity: 368 UOM: EA Unit Price: \$199.00 Total: \$73,232.00

3 Double Arm 2 For Bell Shaped Pendant Lights (NLS Architectural Arm 16 or approved equal)

Quantity: 18 UOM: EA Unit Price: \$317.14 Total: \$5,708.52

4 Area Light Fixtures for Parking Lots (NLS NV-1 or approved equal)

Quantity: 307 UOM: EA Unit Price: \$417.58 Total: \$128,197.06

| | | | | | |
|----------|---|----------------------|----------------|---|---|
| 5 | Single Arm 16 for Area Lights (NLS Architectural Arm 16 or approved equal) | Quantity: <u>165</u> | UOM: <u>EA</u> | Unit Price: <input type="text" value="\$135.24"/> | Total: <input type="text" value="\$22,314.60"/> |
| 6 | Double Arm 16 for Area Light (NLS Architectural Arm 16 or approved equal) | Quantity: <u>71</u> | UOM: <u>EA</u> | Unit Price: <input type="text" value="\$252.87"/> | Total: <input type="text" value="\$17,953.77"/> |
| 7 | Playground Light Fixtures (EnvisionLED Large Area Light Gen 3 or approved equal) | Quantity: <u>20</u> | UOM: <u>EA</u> | Unit Price: <input type="text" value="\$320.00"/> | Total: <input type="text" value="\$6,400.00"/> |

Response Total: \$481,257.95

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park**

EXHIBIT LISTING

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

- (a) An individual authorized to bind the Respondent 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(4) 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 Purchase 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-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park
EXHIBIT A
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **BID B-XXXX LED Energy Efficient High-Resolution Lighting and Light Arms for Craig Ranch Regional Park** and constitutes an offer by this company to enter into a contract as described herein.

DARIN BROWN
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) LEGAL NAME OF RESPONDENT

Dar Brown
AUTHORIZED SIGNATURE 11/6/23
DATE

SALES 702-367-0400 702-367-0403
TITLE TELEPHONE NUMBER FAX NUMBER

4200 W. SPRING MOUNTAIN ROAD
ADDRESS OF RESPONDENT

LAS VEGAS NV 89102
CITY STATE ZIP CODE

E-MAIL ADDRESS: darinb@nedco.com

CNLF-BUSINESS LICENSE NO: _____

_____ A COPY OF MY CNLF BUSINESS LICENSE IS ATTACHED (if applicable)

FOR INFORMATIONAL PURPOSES ONLY

Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?

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

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park
EXHIBIT B

QUALIFICATIONS AND EXPERIENCE OF RESPONDENT

Name: NEDCO SUPPLY

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

NEDCO has been an electrical distributor
in Las Vegas for over 40 years.

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: UNLV THOMAS & MACK

Company Address: 4505 MARYLAND PARKWAY

Point of Contact: CARLOS SOTO Phone Number: 702-569-2782

E-Mail Address: carlos.soto@unlv.edu

Brief Description of Contract Scope: NEDCO supplied new LED
Fixtures that were installed by UNLV
for the inside of the Thomas and Mack
Arena.

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-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)

Example Contract 2:

Company Name: Harry Reid International Airport
Company Address: 5757 Wayne Newton Blvd
Point of Contact: DAVID ALSBURY Phone Number: 702-589-6792
E-Mail Address: dauidals@lasvegasairport.com
Brief Description of Contract Scope: NECO has supplied multiple LED fixtures and lamps on numerous projects all thru out the airport.

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: City of Las Vegas
Company Address: 3001 Ronemus Drive
Point of Contact: Joseph Norby Phone Number: _____
E-Mail Address: jnorby@lasvegasnevada.gov
Brief Description of Contract Scope: NECO has supplied LED street lights and park fixtures thru out the city of Las Vegas.

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-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park
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, NEDCO SUPPLY, being duly sworn,
DARIN BROWN
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, DARIN BROWN, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this 7 day of NOVEMBER, 20 23.

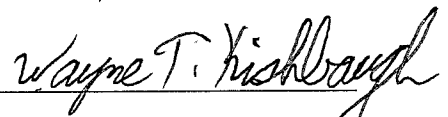
Signature 

State of NEVADA

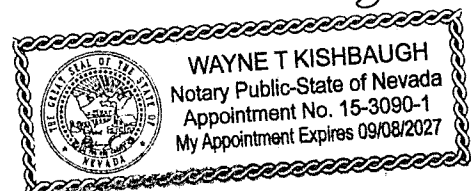
County of CLARK

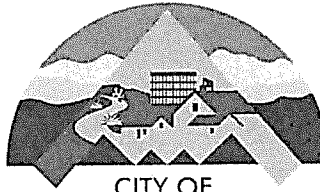
Signed and sworn to (or affirmed) before me on this 7th day of November, 20 23,

by Darin Brown (name of person making statement).

Notary Signature 

STAMP AND SEAL





CITY OF
NORTH LAS VEGAS

Your Community of Choice

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park
EXHIBIT D- Non-Collusion Affidavit**

State of NEVADA County of CLARK

DARIN BROWN being first duly sworn deposes that:

- (1) He/She is the SALESMAN of NEOCO SUPPLY, 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): Darin Brown SALES

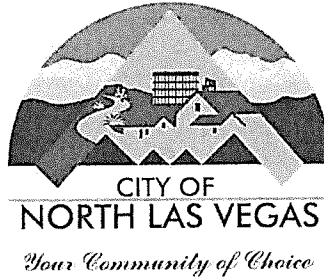
Title: SALES

Subscribed and sworn to before me this 7th day of November 2023

Wayne T. Kishbaugh
Notary Public

My Commission expires: 9-8-2027



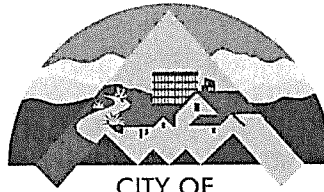


**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park
EXHIBIT E- Written Certification**

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.

| | |
|---|---|
| <u>DARIN BROWN</u> AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) | <u>NENCO SUPPLY</u> LEGAL NAME OF RESPONDENT |
| <u>DarBrown</u> AUTHORIZED SIGNATURE | <u>11/7/2023</u> DATE |
| <u>SALES</u> TITLE | |



CITY OF
NORTH LAS VEGAS

Your Community of Choice

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1702 LED Energy Efficient High-Resolution Lighting
and Light Arms for Craig Ranch Regional Park
EXHIBIT F- Exceptions to North Las Vegas Purchase Agreement**

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

NEOCO/NLS CANNOT HONOR A 3 YEAR PRICE
AGREEMENT FROM SECTION 2.2. WE CAN
DISCUSS LOCKING IN SOME PRICING BUT
CANNOT HONOR FOR 3 YEARS.

QuBrio

1.6. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.7. The 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.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue until the products are received, inspected and accepted by the City or until the Project is complete as determined by the City in its sole and complete discretion, whichever is later ("Term"). Depending on the Products quantity that the City orders from the Provider the City may pay the Provider for the Products up to an amount not to exceed ~~\$500,828.6962~~ (\$ 481,257.95 *MATERIAL ONLY*)

2.2. The prices in the Bid will remain in effect for the first three (3) years of the Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
Attention: Accounts Payable
2250 Las Vegas Blvd., North, Suite 700
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

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

3.1.1. Provider is a duly formed and validly existing [entity type] and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2. The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3. Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

Provider shall obtain and maintain, at its expense, the following insurance coverage for all work related to the performance of this Purchase Agreement: commercial general liability insurance, automobile liability insurance, worker's compensation insurance, and employers' liability insurance. While a copy of the Provider's insurance certificate is not immediately required, the City reserves the right to request a copy of the Provider's insurance certificate at any time during the Term of the Agreement. It is the Provider's responsibility to produce the insurance certificate upon the City's request.

SECTION FIVE TERMINATION

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

SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A, and Exhibit B. This Section shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN NOTICES

7.1. All notices, demands, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile, or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:

City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030

Phone: 702-633- 1745

To Provider:

[_____]
Attention: [_____]
[_____]
[_____]
Phone: [_____]

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

SECTION EIGHT
SAFETY

8.1. 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.

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

SECTION NINE
MISCELLANEOUS

9.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related top this Agreement or actions to enforce or interpret the terms of this Agreement.

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

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

9.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

9.5. Controlling Agreement. To the extent any of the terms or provisions in the Bid 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 Provider's Bid 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.

9.6. 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 9.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

9.8. Time of Essence. Time is of the essence in the performance of this Agreement.

9.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

9.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected, and accepted.

9.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

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

9.13. 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 the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

9.14. Public Record. Pursuant to NRS 239.010 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 the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 8.14 shall survive the expiration or early termination of the Agreement.

9.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

9.16. 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.

9.17. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

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

City of North Las Vegas,
a Nevada municipal corporation

[_____] ,
a [_____]

By: _____
John J. Lee, Mayor

By: _____
Title: _____
Name: _____

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney