

FOURTH AMENDMENT TO MAILROOM SORTING AND POSTAGE SERVICES AGREEMENT

This Fourth Amendment to Mailroom Sorting and Postage Services Agreement (“Fourth Amendment”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and Las Vegas Presort LLC, a Nevada limited liability company (“Vendor”; City and Vendor may be referred to collectively as the “Parties”).

RECITALS

WHEREAS, on July 28, 2021, the City and Vendor entered into the Mailroom Sorting and Postage Services Agreement (“Original Agreement”) under which the Provider is to process outgoing mail and provide mailroom sorting and postage services to the City (a copy of the Original Agreement is attached hereto as **Exhibit A**);

WHEREAS, on October 12, 2021, the Parties entered into the First Amendment to the Mailroom Sorting and Postage Services Agreement (“First Amendment”), a copy of which is attached hereto as **Exhibit B**;

WHEREAS, on June 27, 2023, the Parties entered into the Second Amendment to the Mailroom Sorting and Postage Services Agreement (“Second Amendment”), a copy of which is attached hereto as **Exhibit C**

WHEREAS, on March 28, 2024, the Parties entered into the Third Amendment and First Renewal to the Mailroom Sorting and Postage Services Agreement (“Third Amendment”) in which the City exercised its first renewal option in order to authorize the performance of the Agreement from July 1, 2024 to June 30, 2025 (a copy of the Third Amendment is attached hereto as **Exhibit D**; collectively, this Fourth Amendment, Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement may be referred to as the “Agreement”);

WHEREAS, with this Fourth Amendment, the Parties wish to increase the total not-to-exceed amount for fiscal year 2023-2024 to Two Hundred Thousand Dollars and 00/100 (\$200,000.00) from One Hundred Sixty Thousand Dollars (\$160,000) and increase the total not-to-exceed amount for fiscal years 2024-2025 and 2025-2026 to Two Hundred Thousand Dollars and 00/100 (\$200,000.00) from One Hundred Ten Thousand Dollars (\$110,000), thereby increasing the total not to exceed amount of the Agreement from Six Hundred Thirty-Two Thousand Dollars and 00/100 (\$632,000.00) to Eight Hundred Fifty-Two Thousand Dollars and 00/100 (\$852,000.00);

WHEREAS, with this Fourth Amendment, the City is not exercising its second renewal option which would authorize the performance of the Agreement from July 1, 2025 to July 28, 2026; and

WHEREAS, the Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Section 3 of the Original Agreement, as amended by the Third Amendment, shall be deleted in its entirety and replaced with the following:

3. **Compensation**

The City shall pay the Provider for the Services in an amount not to exceed Eight Hundred Fifty-Two Thousand Dollars and 00/100 (\$852,000.00), as detailed on Schedule A below, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The total not-to-exceed amount of this Agreement, if all renewal options are exercised by the City, is Eight Hundred Fifty-Two Thousand Dollars and 00/100 (\$852,000.00) over the entire term of the Agreement, including the two, one-year renewals as indicated in Schedule A below:

Schedule A	
Fiscal Year:	Amount:
07/28/2021 – 06/30/2022	\$ 110,000.00
07/01/2022 – 06/30/2023	\$ 142,000.00
07/01/2023 – 06/30/2024	\$ 200,000.00
07/01/2024 – 06/30/2025- 1 st renewal	\$ 200,000.00
07/01/2025 – 07/28/2026- 2 nd renewal period	\$ 200,000.00
TOTAL:	\$ 852,000.00

2. In all other aspects, the Parties confirm and re-affirm the terms and provisions of the Agreement.


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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

City of North Las Vegas,
a Nevada municipal corporation

Las Vegas Presort LLC,
a Nevada limited liability company

By: _____
Pamela Goynes-Brown, Mayor

By:  _____
Title: OWNER
Name: Richard Rucan

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Andy Moore, Acting City Attorney

EXHIBIT A

Original Agreement

Please see attached page(s).

MAILROOM SORTING AND POSTAGE SERVICES AGREEMENT

This Mailroom Sorting and Postage Services Agreement (“Agreement”) is made and entered into as of ~~07/28/2021 07:33:22 PDT~~ (“Effective Date”) by and between the City of North Las Vegas, a political subdivision of the State of Nevada (“City”), and Las Vegas Presort LLC., a Nevada limited liability company (“Provider”).

WITNESSETH:

WHEREAS, the City requires landscaping services, as described in The City of North Las Vegas Invitation Mailroom Sorting and Postage Services Bid B-1626 (“Invitation to Bid”), attached hereto as **Exhibit A** and incorporated herein by reference (“Services”);

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

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

1. **Scope of Services**

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

2. **Term**

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

3. **Compensation**

Provider will provide the Services in the amount of \$100,000.00, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not-to-exceed amount of this Agreement is One Hundred Thousand Dollars and 00/100 (\$100,000.00). The total not-to-exceed amount of this Agreement is Five Hundred Thousand Dollars and 00/100 (\$500,000.00).

4. **Termination or Suspension of Services**

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

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

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

5. **Provider Representations and Warranties**

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

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

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

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

6. **Indemnification**

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

7. **Independent Contractor**

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

8. **Confidentiality**

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

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

9. **Insurance**

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

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

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

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

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

9.1.4 Employee Dishonesty (Third Party Fidelity) coverage for loss arising out of or in connection with any fraudulent or dishonest acts committed by the employees of vendor, acting alone or in collusion with others, including the property and funds of others in their care, custody or control, in a minimum amount of \$2,000,000. This policy shall name CNLV and its Affiliates as loss payees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Notices**

10.1 Any notice requiring or permitted to be given under this Agreement shall be deemed to

have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

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

To Provider: Las Vegas Presort LLC
Attention: Ismael Rivera
3655 E. Patrick Lane, Suite 300
Las Vegas, NV 89120
Phone: 702-320-0450
Email: irivera785@aol.com

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

11. **Safety**

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

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

12. **Entire Agreement**

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

13. **Miscellaneous**

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

district court with jurisdiction over Clark County, Nevada.

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

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

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

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

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

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

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

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

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

13.11 Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

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

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

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

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


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

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


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

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

City of North Las Vegas,
a Nevada municipal corporation,

By: 
John J. Lee, Mayor

Las Vegas Presort LLC,
a Nevada limited liability company

By: 
Name Jonnel Richard Rivera
Title: Owner/Operator

ATTEST:

By: 
Marie E. Purcell, CMC, Acting City Clerk

Approved as to form:

By: 
Micaela Rustia Moore, City Attorney

Exhibit A

Invitation to Bid – B-1626

Please see attached page(s).

Mayor
John J. Lee

City Manager
Ryann Juden

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



Finance Department
Purchasing 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

March 2, 2021

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnva.com until **March 23, 2021 1:00 p.m.** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone# 442-900-4190, Meeting Pin# 127 912 620#.** The purpose of this meeting is to disclose Respondents and their response totals only. All other information should be requested as a public records request.

An optional Pre-Bid Meeting will be held on **March 9, 2021 at 10:00 a.m.** via Google Meet conference call, Telephone # 442-600-4163, Meeting Pin# 789 763 578#. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns. Any and all questions asked during this meeting must be sent via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in the NGEM System or via e-mail to Joy Yoshida, Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **March 16, 2021, at 12:00 p.m.** All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

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

Joy Yoshida
Buyer

Published in the Las Vegas Review Journal
(March 2, 2021)

**CITY OF NORTH LAS VEGAS INVITATION TO BID
BID B-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES**

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 as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person, unless declared by law to be confidential.

2. PERFORMANCE OF WORK:

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

3. FORM OF CONTRACT:

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

4. ELECTRONIC BID THROUGH NGEM SYSTEM:

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

5. EXPLANATION TO RESPONDENT:

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

6. METHOD OF EVALUATION AND AWARD OPTIONS:

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

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

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

8. CONDITIONS OF BID SUBMITTAL:

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

9. BID PROTESTS:

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

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

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

10. LICENSES:

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

11. PUBLIC OPENING:

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

12. TERM OF THE CONTRACT:

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

13. INSURANCE:

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

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

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

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

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

WORKERS' COMPENSATION

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

EMPLOYEE DISHONESTY (Third Party Fidelity) coverage for loss arising out of or in connection with any fraudulent or dishonest acts committed by the employees of vendor, acting alone or in collusion with others, including the property and funds of others in their care, custody or control, in a minimum amount of \$2,000,000. This policy shall name CNLV and its Affiliates as loss payees.

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

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

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

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

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

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

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

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

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

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

of work.

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

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

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

14. INDEMNITY:

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

15. PROVISIONS PROVIDED BY LAW:

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

16. ADDENDA INTERPRETATIONS:

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

17. CANCELLATION OF CONTRACT:

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

18. TERMINATION FOR CONVENIENCE:

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

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

19. TAXES:

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

20. EXCEPTIONS:

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

21. FISCAL FUNDING OUT:

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

22. LIMITATION OF FUNDING:

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

23. ESCALATION:

Prices may not be increased during the first 3-year term (the "Initial Term"). The price submitted in your Bid must remain firm throughout the Initial Term of the contract. Any intended escalation for the two (2) possible extensions must be included in the Respondent's Bid. If escalation(s) are not included for the two (2) possible extensions, the price for the Initial Term will apply for each possible extension.

24. AUDIT OF RECORDS:

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

(b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Bid at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information concerning successful Respondent's operation hereunder, at the City's discretion. The successful Respondent further understands and agrees that

said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) finds that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City's or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

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

25. INDEPENDENT CONTRACTOR:

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

26. COMPANY PERSONNEL:

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

work on City Property or have access to the City's network or data. Successful Respondent shall be notified during the contract phase what background check requirements apply to the contract.

27. KEY PERSONNEL:

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

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

The cutoff date for any questions regarding this is **March 16, 2021, at 12:00 p.m. Pacific Standard Time. Any questions submitted beyond this cut off time will not be answered.**

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES**

DEFINITIONS

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

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

City - the City of North Las Vegas.

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

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

City Council - the legislative body that governs the city.

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

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

City Staff - any person currently employed by the City.

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

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

Key Personnel - defined City employees listed in Paragraph 27.

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

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

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

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

Representative – person who represents a company and compiles questions to enable the company to submit a bid that accurately identifies the City's requirements.

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES
SCOPE OF WORK**

1. Scope of Work:

Overview: The City of North Las Vegas is soliciting Bids for a vendor to process all of its outgoing mail. This includes proper postage application and delivery to the Post Office. The vendor will be required to pick up all daily mail from the City Hall Mailroom, located on the first floor of the North Las Vegas City Hall, 2250 N. Las Vegas Boulevard, North Las Vegas, Nevada, 89030, between 3:00 and 4:00 pm, Monday through Thursday (excluding Holidays). The following is a list of City Holidays when this service is not required:

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Nevada Day
Veterans Day
Thanksgiving Day
Family Day (Day after thanksgiving)
Christmas Day

General Requirements:

1. The City will not be providing metering services. The vendor must take this into account as a part of their Bid. The City will provide all outgoing mail for pick-up in separate containers (unsorted). The vendor will provide the City with volume slips in order to account for all the mail issued for processing.
2. The vendor will conduct all mailing and postage services for all Certified and Registered mail.
3. The vendor will take all full rate mail (postage paid and stamped).
4. The vendor will provide one monthly bill, broken down by individual Departments of the City. The follow are:
 - Police
 - Fire
 - Public Works
 - Utilities
 - Land Development and Community Services
 - Neighborhood and Leisure Services
 - Finance
 - City Manager
 - City Clerk
 - Human Resources
 - City Attorney
 - Economic and Business Development
 - Municipal Court
 - Community Correctional Center

- Public Information Office/Communications
 - Information Technology aka IT
 - Main Library
 - Alexander Library
 - Aliante Library
5. The vendor will apply postage and mail Postcards and First Class Letters.
 6. There will be no metering equipment located at City hall. All work must be performed at the Vendor's location.
 7. The awarded vendor may be subject to a background check conducted by the City

The following chart depicts the specific services the vendor will provide.

Description	Weight
Post cards	Less than 1 ounce
First Class Automation Letters	1 ounce
First Class Automation Letters	2 ounces
First Class Automation Letters	3 ounces
Non Automation Mail 1 ounce	1 ounce
Non Automation Mail 2 ounce	2 ounce
Non Automation Mail 3 ounce	3 ounce
Flats One (1) oz and below that require charge due to Post Office Rates and Classifications requirements.	1 ounce and below
Flats Two (2) oz's and above	2 ounce and above
Metering Letters	
Metering Flats, Boxes, Priority	
Metering Certified and Registered mail	
Signing of Affidavits (Included)	N/A
Billing broken down by Department (Included)	N/A
E-Cert Manifest Fee	N/A

2. Contractor Responsibilities:

Method of evaluation and award of Contract 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 will also consider references / referrals of the Contractor by other City entities, as well as Government and Corporate Organizations. During the contract period, performance evaluations will take place. If the city finds issues that need to be resolved, verbal contact, written verbal contact, last letter of concerns.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES
EXHIBIT LISTING**

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

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

Exhibit B – Qualifications and Experience of Respondent

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

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

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES
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-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES
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-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES
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-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES
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 _____ 201__.

Notary Public

My Commission expires: _____



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES**

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-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES**

EXHIBIT F- Exceptions to North Las Vegas Services Agreement

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

SERVICES AGREEMENT

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

WITNESSETH:

A. WHEREAS, the City requires landscaping services, as described in The City of North Las Vegas Invitation Mailroom Sorting and Postage Services Bid B-1626 (“Invitation to Bid”), attached hereto as Exhibit A and incorporated herein by reference (the “Services”);

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

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

1. Scope of Services

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

2. Term

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

3. Compensation

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

4. Termination or Suspension of Services

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

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

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

5. **Provider Representations and Warranties**

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

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

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

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

6. **Indemnification**

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

7. **Independent Contractor**

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

8. **Confidentiality**

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

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

9. **Insurance**

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

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

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

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

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

9.1.4 Employee Dishonesty (Third Party Fidelity) coverage for loss arising out of or in connection with any fraudulent or dishonest acts committed by the employees of vendor, acting alone or in collusion with others, including the property and funds of others in their care, custody or control, in a minimum amount of \$2,000,000. This policy shall name CNLV and its Affiliates as loss payees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Notices**

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

United States mail at the following addresses:

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

To Provider:

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

11. **Safety**

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

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

12. **Entire Agreement**

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

13. **Miscellaneous**

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

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

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

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

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

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

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

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

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

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

13.11 Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

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

13.13 Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to,

documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

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

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

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

13.17 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.

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

City of North Las Vegas
a Nevada municipal corporation

[REDACTED]
a [REDACTED]

By: _____
John J. Lee, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

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

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

Exhibit A

Invitation to Bid – B-1626

Please see attached page(s).

Exhibit B

Bid

Please see attached page(s)

Mayor
John J. Lee

City Manager
Ryann Juden

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



FINANCE DEPARTMENT
2250 Las Vegas Boulevard, North · Suite 710 · North Las Vegas, Nevada 89030
Telephone: (702) 633-2438 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

March 17, 2021

City of North Las Vegas
BID B-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES
Addendum No. 1

The deadline for questions for this proposal was 12:00 p.m., Tuesday, March 16, 2021. The following are the questions that were received along with the answers to those questions.

Question 1. In order to receive automation rates it must meet postal volumes of a minimum of 500 mail pieces. Will the city meet that minimum?

Answer: Yes

Question 2. All mail is a final product for pick up, metering and delivery to the USPS is that correct?

Answer: Yes

Question 3. Item 25. When it states a "2 ounces and above POSTAGE." Postage is variable by weight. Each additional ounce has a different postage rate. This question can't be answered with only one postage rate.

Answer: We are looking for a flat rate. If this cannot be provided, please upload with your submission a price list.

Question 4. Items 38 and 39. System will not allow a non answer to this two questions. What is the action required?

Answer: We are looking for a flat rate. If this cannot be provided, please upload with your submission a price list.

Question 5. Item 34. Postage is variable by item category. Can't be answered by only one rate. Certified and Registered mail total different postage rate.

Answer: We are looking for a flat rate. If this cannot be provided, please upload with your submission a price list.

Question 6. Item 33. Postage is variable by item category. Can't be answered by only one rate. Priority, Flats and boxes have a total different postage rate.

Answer: We are looking for a flat rate. If this cannot be provided, please upload with your submission

a price list.

Question 7. Item 31. Postage is variable by item category. Can't be answered by only one rate. Priority, Flats and boxes have a total different postage rate.

Answer: We are looking for a flat rate. If this cannot be provided, please upload with your submission a price list.

Question 8. Item 31. Where the question states non reads, Is it asking for postage cost?

Answer: We are looking for a flat rate. If this cannot be provided, please upload with your submission a price list.

Question 9. How will we receive the bins? Will they be separated by individual Department or will all the mail come together in bins for us to separate?

Answer: Our current vendor gives the City green cards marked with a barcode for each department in order to determine which account to bill. These bundles must have a green card attached. They are mixed together but bundled with their department's designated green card.

Question 10. What is the volume – annually (prior to Covid)?

Answer: For the calendar year 2019, approximate volume was 88,608 pieces of mail

Question 11. How many days of the week do we deliver to the Post Office?

Answer: 4 Days, Monday Through Thursday

Question 12. Will we need to keep a report for Certified and Registered Mail? If yes, do you require a certain program?

Answer: The City of North Las Vegas will provide a log for each department daily. These letters will be bundled with this log and the department's specific green card. This log must be returned to the City signed or stamped by vendor confirming that these letters were received by USPS.

Joy Yoshida

Joy Yoshida
Buyer
Purchasing Department

City of North Las Vegas
BID B-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES

Pre-bid Meeting held on March 9, 2021 at 10:00 a.m. via Google Meet conference call
Conference Call Attendees

City of North Las Vegas

Joy Yoshida, Buyer, Purchasing
Maria Austad, Public Works

Vendors

Richard Rivera
Las Vegas Presort LLC
irivera785@aol.com

Dawn Hull
Director of Service Contracts
Opportunity Village
6050 S. Buffalo Dr.
Las Vegas, NV 89113
702-880-4069 office
hulld@opportunityvillage.org

Michael Donohue & Orlando Roman
Director- Business Intelligence Services
Konica Minolta Business Solutions
kmbs.konicaminolta.us
(925) 872-8205

Exhibit B

Bid

Please see attached page(s)



B-1626 Addendum 1 Las Vegas Presort LLC Supplier Response

Event Information

Number: B-1626 Addendum 1
Title: CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES
Type: Invitation for Bid
Issue Date: 3/2/2021
Deadline: 3/23/2021 01:00 PM (PT)
Notes: The City of North Las Vegas is soliciting Bids for a vendor to process all of its outgoing mail. This includes proper postage application and delivery to the Post Office. The vendor will be required to pick up all daily mail from the City Hall Mailroom, located on the first floor of the North Las Vegas City Hall, 2250 N. Las Vegas Boulevard, North Las Vegas, Nevada, 89030, between 3:00 and 4:00 pm, Monday through Thursday (excluding Holidays).

Contact Information

Contact: Joy Yoshida
Address: 2250 Las Vegas Blvd. Suite 710
North Las Vegas, NV 89030
Phone: 1 (702) 6331745
Email: yoshidaj@cityofnorthlasvegas.com

Las Vegas Presort LLC Information

Address: 3655 E Patrick Ln
Suite 300
Las Vegas, NV 89120
Phone: (702) 320-0450
Fax: (702) 320-1226

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

Ismael Rivera

Signature

Submitted at 3/22/2021 7:08:11 PM

irivera785@aol.com

Email

Supplier Note

Please note for line items #31,34,36, can not be answer with one Postage rate due to different categories, weights, zones or physical dimensions of the mail piece. Please see attached Postal Excerpt.

Requested Attachments

Required Documents

USPS Flat Rates.docx

Required Documents Exhibits A, B, C, D, E, & F must be submitted as part of your response.

Response Attachments

First Class Parcels.docx

Boxes-Parcels

Priority Mail-Rates.docx

Priority

Domestic Certified Mail.docx

Certified

International-Registered-Mail.docx

Registered Mail

Letters & Cards.docx

Letters

Exhibit-A.pdf

Exhibit A

Exhibit E.pdf

Exhibit E

Exhibid C.pdf

Exhibit C

Exhibit D.pdf

Exhibit D

Exhibit B.pdf

Exhibit B

Bid Attributes

1 Acknowledgment of Addendum #1

I acknowledge receipt of Addendum #1

Acknowledgment of Receipt of Addendum #1

Bid Lines

1 Post cards - Less than 1 ounce - POSTAGE

Quantity: 1 UOM: EA Unit Price: \$0.30 Total: \$0.30

2 Post Cards - Less than 1 ounce - SORT FEE

Quantity: 1 UOM: EA Unit Price: \$0.02 Total: \$0.02

3 Post Cards - Less than 1 ounce -NON-READS

Quantity: 1 UOM: EA Unit Price: \$0.36 Total: \$0.36

4 First Class Automation Letters - 1 ounce - POSTAGE

Quantity: 1 UOM: EA Unit Price: \$0.46 Total: \$0.46

5 First Class Automation Letters - 1 ounce -SORT FEE

Quantity: 1 UOM: EA Unit Price: \$0.02 Total: \$0.02

6 First Class Automation Letters - 1 ounce -NON-READS

Quantity: 1 UOM: EA Unit Price: \$0.46 Total: \$0.46

7 First Class Automation Letters -2 ounce -POSTAGE

Quantity: 1 UOM: EA Unit Price: \$0.46 Total: \$0.46

8 First Class Automation Letters - 2 ounce -SORT FEE

Quantity: 1 UOM: EA Unit Price: \$0.02 Total: \$0.02

9 First Class Automation Letters - 2 ounce - NON-READS

Quantity: 1 UOM: EA Unit Price: \$0.46 Total: \$0.46

10 First Class Automation Letters - 3 ounce - POSTAGE

Quantity: 1 UOM: EA Unit Price: \$0.46 Total: \$0.46

11 First Class Automation Letters - 3 ounce -SORT FEE

Quantity: 1 UOM: EA Unit Price: \$0.02 Total: \$0.02

12 First Class Automation Letters - 3 ounce -NON-READS

Quantity: 1 UOM: EA Unit Price: \$0.46 Total: \$0.46

1 3	Non Automation Mail - 1 ounce - POSTAGE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.46 </u>	Total: <u> \$0.46 </u>
1 4	Non Automation Mail - 1 ounce -SORT FEE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.05 </u>	Total: <u> \$0.05 </u>
1 5	Non Automation Mail - 1 ounce -NON-READS	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.46 </u>	Total: <u> \$0.46 </u>
1 6	Non Automation Mail - 2 ounce - POSTAGE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.46 </u>	Total: <u> \$0.46 </u>
1 7	Non Automation Mail - 2 ounce -SORT FEE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.05 </u>	Total: <u> \$0.05 </u>
1 8	Non Automation Mail - 2 ounce -NON-READS	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.46 </u>	Total: <u> \$0.46 </u>
1 9	Non Automation Mail - 3 ounce - POSTAGE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.46 </u>	Total: <u> \$0.46 </u>
2 0	Non Automation Mail - 3 ounce -SORT FEE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.05 </u>	Total: <u> \$0.05 </u>
2 1	Non Automation Mail - 3 ounce - NON-READS	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.46 </u>	Total: <u> \$0.46 </u>
2 2	Flats 1 ounce and below that require charge due to Post Office Rates and Classifications requirements. - POSTAGE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.87 </u>	Total: <u> \$0.87 </u>
2 3	Flats 1 ounce and below that require charge due to Post Office Rates and Classifications requirements. - SORT FEE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.10 </u>	Total: <u> \$0.10 </u>
2 4	Flats 1 ounce and below that require charge due to Post Office Rates and Classifications requirements. -NON-READS	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.87 </u>	Total: <u> \$0.87 </u>
2 5	Flats 2 ounce and above - POSTAGE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$1.07 </u>	Total: <u> \$1.07 </u>
2 6	Flats 2 ounce and above -SORT FEE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.10 </u>	Total: <u> \$0.10 </u>
2 7	Flats 2 ounce and above -NON-READS	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$1.20 </u>	Total: <u> \$1.20 </u>

28	Metering Letters -POSTAGE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.46 </u>	Total: <u> \$0.46 </u>
29	Metering Letters -SORT FEE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.02 </u>	Total: <u> \$0.02 </u>
30	Metering Letters -NON-READS	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.46 </u>	Total: <u> \$0.46 </u>
31	Metering Flats, Boxes, Priority - POSTAGE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.01 </u>	Total: <u> \$0.01 </u>
32	Metering Flats, Boxes, Priority -SORT FEE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.20 </u>	Total: <u> \$0.20 </u>
33	Metering Flats, Boxes, Priority -NON-READS	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.20 </u>	Total: <u> \$0.20 </u>
34	Metering Certified and Registered mail - POSTAGE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.20 </u>	Total: <u> \$0.20 </u>
35	Metering Certified and Registered mail -SORT FEE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.02 </u>	Total: <u> \$0.02 </u>
36	Metering Certified and Registered mail -NON-READS	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.20 </u>	Total: <u> \$0.20 </u>
37	E-Cert Manifest Fee - SORT FEE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$1.60 </u>	Total: <u> \$1.60 </u>
38	Signing of Affidavits (Included)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.01 </u>	Total: <u> \$0.01 </u>
	Item Notes:	THIS SHOULD BE INCLUDED AT NO ADDITIONAL COST.		
	Supplier Notes:	INCLUDED AT NO ADDITIONAL COST.		
39	Billing broken down by Department (Included)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$0.01 </u>	Total: <u> \$0.01 </u>
	Item Notes:	THIS SHOULD BE INCLUDED AT NO ADDITIONAL COST.		
	Supplier Notes:	INCLUDED AT NO ADDITIONAL COST.		

Response Total: \$14.01

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES
EXHIBIT B
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

Name: Las VegasPresort LLC

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

Las Vegas Presort has been servicing all the mailing needs for the City of North Las Vegas. We pick up meter and process
all mail the same day.

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: Las Vegas Clark County

Company Address: 500 South Grand Central Parkway, Las Vegas NV 89101

Point of Contact: Ivonne Burger Phone Number: 702-455-4550

E-Mail Address: ybb@clarkCountyNV.gov

Brief Description of Contract Scope: Mail Room Services

Term of Contract (Base plus Option Years): 5

Year of Base Contract Award: 2019 Year Contract Completed: Current

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-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: Colonial
Company Address: 8595 South Eastern Ave Las Vegas Nevada 89123
Point of Contact: Jennifer Cook Phone Number: 702-458-2580
E-Mail Address: jcook@cpmlv.com
Brief Description of Contract Scope: Mail Room Services

Term of Contract (Base plus Option Years): Not Required
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: Southern NV Water Authority
Company Address: 1001 South Valley View Blvd LV NV 89107
Point of Contact: Roger Haywood Phone Number: 702-259-8184
E-Mail Address: roger.haywood@lvvwd.com
Brief Description of Contract Scope: Mail Services

Term of Contract (Base plus Option Years): Not Required
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-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES
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, Ismael Richard Rivera, 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, Ismael Richard Rivera, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this 20 day of March, 2021.

Signature [Signature]

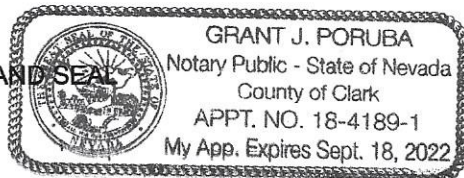
State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on this 20th day of March, 2021,
by Ismael R. Rivera (name of person making statement).

Notary Signature [Signature]

STAMP AND SEAL





CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES
EXHIBIT D- Non-Collusion Affidavit

State of Nevada County of Clark

Ismael Richard Rivera

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): _____

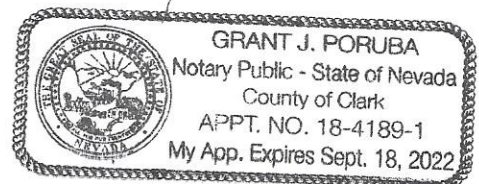
Title: _____

Subscribed and sworn to before me this 20th day of March 2021.

Notary Public

My Commission expires: Sept 18, 2022

#QVAGRYOP0DK001v1





**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1626 CITY OF NORTH LAS VEGAS – MAILROOM SORTING AND POSTAGE SERVICES**

EXHIBIT F- Exceptions to North Las Vegas Services Agreement

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

For line item number 31: Please see attachment title USPS **Flat Rates** for postage required. **For Boxes** see attachment title **First Class Parcels** for the Postage required, See attachment title **Priority Mail Rates** for the correct Postage required for **Priority**.

For line item number 34: Please see attachment title **Domestic Certified Mail** for the correct Postage requirement under **Certified Mail**.
Please see attachment title **International-Registered-Mail** for the correct Postage requirement under **Register Register Mail**.

All Postage Rates are subject to USPS Postage Rates based on Mail type and weight. Las Vegas Presort can't quote a postage rate until mail is weighted, measured and zoned, in order to provided the correct postage rate.

Domestic—Extra Services and Fees

Certificate of Mailing

Individual Pieces	Fee
Individual article (PS Form 3817)	\$1.55
Firm mailing sheets (PS Form 3665), per piece listed (minimum 3 pieces)	0.44
Additional copy of PS Form 3817 or PS Form 3665 (per page)	1.55
Bulk Quantities (Mailings)	Fee
For first 1,000 pieces (or fraction thereof)	\$8.80
Each additional 1,000 pieces (or fraction thereof)	1.10
Additional copy of PS Form 3606-D	1.55
Accountable Mail	Fee
Additional copy of PS Form 3877, Firm Mailing Book for Accountable Mail (per page)	1.55
Certified Mail	
Per item, in addition to postage and other fees	Fee
Certified Mail	\$3.60
Certified Mail Restricted Delivery	9.15
Certified Mail Adult Signature Required	9.15
Certified Mail Adult Signature Restricted Delivery	9.15

First-Class Package Service

Retail Parcels

Weight Not Over (oz.)	Zone							
	1 & 2	3	4	5	6	7	8	
1	\$4.00	\$4.10	\$4.15	\$4.20	\$4.25	\$4.30	\$4.45	
2	4.00	4.10	4.15	4.20	4.25	4.30	4.45	
3	4.00	4.10	4.15	4.20	4.25	4.30	4.45	
4	4.00	4.10	4.15	4.20	4.25	4.30	4.45	
5	4.80	4.85	4.90	4.95	5.00	5.10	5.20	
6	4.80	4.85	4.90	4.95	5.00	5.10	5.20	
7	4.80	4.85	4.90	4.95	5.00	5.10	5.20	
8	4.80	4.85	4.90	4.95	5.00	5.10	5.20	
9	5.50	5.55	5.60	5.65	5.70	5.85	5.95	
10	5.50	5.55	5.60	5.65	5.70	5.85	5.95	
11	5.50	5.55	5.60	5.65	5.70	5.85	5.95	
12	5.50	5.55	5.60	5.65	5.70	5.85	5.95	
13	6.25	6.30	6.40	6.50	6.55	6.65	6.75	

International—Extra Services and Fees

[^ Top](#)

Certificate of Mailing

Individual Pieces	Fee
Individual article (PS Form 3817)	\$1.55
Duplicate copy PS Form 3817 or PS Form 3665 (per page)	1.55
Firm mailing sheet (PS Form 3665), per piece (minimum 3) First-Class Mail International only	0.44
Firm mailing sheet (PS Form 3665), per piece (minimum 3) All other qualifying classes of mail	0.53

Bulk Quantities	Fee
For first 1,000 pieces (or fraction thereof)	\$8.80
Each additional 1,000 pieces (or fraction thereof)	1.10
Duplicate copy of PS Form 3606	1.55

Registered Mail	Fee
Per piece, First-Class Mail International and First-Class Package International Service	\$16.30

Return Receipt	Fee
Per piece (requested at time of mailing and must be used in conjunction with Registered Mail service or Priority Mail International).	\$4.25

International Insurance

Global Express Guaranteed Insurance	Fee
Indemnity Limit Not Over	

Global Express Guaranteed Insurance

Fee

\$100	\$0.00
Each additional \$100 or fraction over \$100	1.30

Maximum insurance \$2,499 (varies by country)

Priority Mail Express International and Priority Mail International Merchandise Insurance

Fee

Indemnity Limit Not Over	
Up to \$200.00	\$0.00
\$200.01 - \$300.00	6.85
\$300.01 - \$400.00	8.65
\$400.01 - \$500.00	10.45
\$500.01 - \$600.00	12.25
\$600.01 - \$700.00	14.05
\$700.01 - \$800.00	15.85
\$800.01 - \$900.00	17.65

17.65 Plus \$1.80 per \$100.00 or fraction thereof over \$900 in declared value.
Maximum insurance \$5,000 (varies by country)

First-Class Mail

[^ Top](#)

Commercial

Letters & Cards

Commercial Letters & Postcards

Weight Not Over (oz.)	Machinable	Non machinable
	Presorted	
1	\$0.460	\$0.660
2	0.460	0.660
3	0.460	0.660
3.5	0.460	0.660
Postcard	0.293	

Priority Mail

Retail—Letters, Large Envelopes & Parcels

Flat Rate Envelopes (12-1/2" x 9-1/2" or smaller):	\$7.95
Legal Flat Rate Envelope:	\$8.25
Padded Flat Rate Envelope:	\$8.55
Small Flat Rate Box:	\$8.45
Medium Flat Rate Box:	\$15.50
Large Flat Rate Box:	\$21.90
APO/FPO/DPO Large Flat Rate Box:	\$20.40

Weight Not Over (lbs.)	Zone¹							
	Local, 1 & 2	3	4	5	6	7	8	9
1	\$7.70	\$8.10	\$8.25	\$8.50	\$8.80	\$9.10	\$9.90	\$16.85
2	8.55	8.85	10.10	11.10	11.95	13.90	15.20	26.75
3	9.05	9.90	11.10	12.80	13.50	17.20	20.40	35.80
4	9.55	10.75	11.75	14.20	17.60	21.20	23.60	41.45
5	10.60	11.50	12.50	14.65	20.00	24.30	27.20	47.95
6	11.40	12.00	13.30	16.30	22.90	27.15	30.65	54.15
7	12.40	13.60	16.00	19.70	25.40	30.35	34.45	60.85
8	12.80	15.05	17.75	23.45	28.80	33.75	38.55	68.10

Weight Not Over (lbs.)	Zone¹							
	Local, 1 & 2	3	4	5	6	7	8	9
9	13.30	16.25	19.70	26.75	31.30	36.40	42.90	75.80
10	14.15	17.45	21.20	29.00	33.90	40.00	46.75	82.60
11	15.55	19.20	23.40	31.10	38.10	46.30	53.75	91.40
12	16.90	20.60	25.15	34.50	41.45	50.10	57.15	98.10
13	17.90	21.75	26.55	36.45	44.50	52.10	59.80	101.60
14	19.00	23.20	28.25	38.80	46.95	55.00	62.90	106.70
15	19.70	24.50	29.85	41.05	49.00	56.30	64.50	109.75
16	20.35	25.85	31.50	43.35	51.70	59.35	68.10	115.75
17	21.30	27.20	33.15	45.55	54.35	62.50	71.65	121.90
18	21.65	28.15	34.50	47.80	57.20	65.55	75.35	128.10
19	22.30	28.85	35.25	49.15	58.30	67.00	76.90	134.15
20	23.20	29.20	35.85	49.80	59.75	69.35	80.50	140.35
21	24.00	29.55	36.35	50.70	60.75	70.50	82.35	144.70
22	24.55	30.25	37.25	51.90	62.10	72.20	84.30	148.30
23	25.15	30.85	37.85	52.75	63.25	73.65	85.80	150.85
24	25.70	31.50	38.75	53.90	64.55	75.50	87.90	154.60

Weight Not Over (lbs.)	Zone ¹							
	Local, 1 & 2	3	4	5	6	7	8	9
25	26.00	32.00	40.30	56.35	65.35	77.35	89.35	157.15
26	27.00	32.60	41.80	57.50	67.00	79.25	92.20	162.15
27	27.85	33.10	43.05	58.65	68.00	81.15	95.65	168.20
28	28.70	33.50	44.35	60.10	68.80	83.00	99.25	174.55
29	29.55	33.90	45.45	61.00	70.00	84.85	101.95	179.25
30	30.45	34.35	46.55	61.80	71.95	86.85	104.15	183.20
31	31.35	34.70	47.35	62.65	73.05	88.70	106.20	188.35
32	31.70	35.50	48.10	63.35	73.95	90.60	108.40	192.20
33	32.25	36.40	49.30	64.15	75.40	92.45	110.40	195.85
34	32.50	37.40	50.55	65.55	77.15	94.40	112.50	199.45
35	32.85	38.30	51.15	66.95	79.20	96.25	114.35	202.80
36	33.20	39.40	51.90	68.35	81.30	97.55	116.40	206.30
37	33.50	40.05	52.65	69.60	83.40	98.80	118.25	209.70
38	33.90	41.10	53.30	70.95	85.70	100.00	120.15	213.10
39	34.25	42.05	54.00	72.45	87.75	102.60	121.95	216.30
40	34.65	42.90	54.70	74.05	89.15	104.90	123.70	219.30

Weight Not Over (lbs.)	Zone¹							
	Local, 1 & 2	3	4	5	6	7	8	9
Weight Not Over (lbs.)	Zone¹							
	Local, 1 & 2	3	4	5	6	7	8	9
41	\$34.95	\$43.75	\$55.35	\$74.70	\$90.60	\$107.15	\$125.50	\$224.20
42	35.20	44.50	55.90	76.30	92.20	108.50	127.15	227.35
43	35.70	45.25	56.40	78.05	94.45	109.95	128.75	230.15
44	35.90	46.00	57.15	79.60	95.95	111.20	130.30	232.95
45	36.15	46.50	57.50	81.45	97.00	112.45	131.95	235.85
46	36.40	46.80	58.15	82.90	98.05	113.65	133.50	238.70
47	36.75	47.25	58.70	84.80	99.15	114.90	135.00	241.25
48	37.10	47.65	59.25	86.45	100.45	116.00	136.45	243.90
49	37.30	47.95	59.70	88.05	101.75	117.25	137.85	246.35
50	37.45	48.25	60.15	89.75	103.10	118.75	139.20	248.90
51	37.60	48.75	60.70	91.30	104.55	120.50	140.50	253.15
52	38.10	49.05	61.10	92.00	105.65	122.25	142.15	256.30
53	38.75	49.35	61.45	92.75	106.55	124.20	144.05	259.60

Weight Not Over (lbs.)	Zone¹							
	Local, 1 & 2	3	4	5	6	7	8	9
54	39.20	49.55	61.90	93.50	107.30	126.10	146.05	263.20
55	39.90	49.90	62.25	94.20	108.10	128.05	148.00	266.70
56	40.45	50.25	62.60	94.80	108.90	129.85	149.40	269.20
57	41.05	50.40	62.95	95.35	109.65	131.85	150.50	271.15
58	41.70	50.65	63.40	96.00	110.30	133.65	151.65	273.15
59	42.35	50.85	63.70	96.60	110.95	134.45	152.85	275.35
60	42.90	51.05	64.30	97.05	111.50	135.20	153.80	277.15
61	43.55	51.35	65.45	97.55	112.15	136.00	155.90	281.00
62	44.00	51.45	66.25	98.10	112.70	136.65	158.45	285.40
63	44.85	51.70	67.40	98.50	113.30	137.25	160.95	290.05
64	45.30	53.30	68.35	98.95	113.75	137.95	163.35	294.40
65	45.90	53.45	69.25	99.35	114.20	138.55	166.00	299.10
66	46.50	53.65	70.40	99.80	114.70	139.05	168.30	303.35
67	47.25	53.75	71.60	100.10	115.00	139.60	170.55	307.30
68	47.80	53.85	72.45	100.35	116.50	140.15	172.40	310.65
69	48.40	53.90	73.35	100.65	117.90	140.50	174.25	313.90

Weight Not Over (lbs.)	Zone¹							
	Local, 1 & 2	3	4	5	6	7	8	9
70	49.00	54.10	74.55	101.00	119.40	141.00	176.15	317.25

1. Parcels that exceed one cubic foot (1,728 cubic inches) are charged based on the actual weight or the dimensional weight, whichever is greater (as calculated in DMM 123.1.3).

Weight Not Over (oz.)	
	Presorted
1	\$0.870
2	1.070
3	1.270
4	1.470
5	1.670
6	1.870
7	2.070
8	2.270
9	2.470
10	2.670
11	2.870
12	3.070
13	3.270

Commercial

First-Class Mail

Commercial Flats (Large Envelopes)

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

X

Mailing Address:

**LAS VEGAS PRESORT LLC
3655 E PATRICK LN STE 300
LAS VEGAS, NV 89120**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BL107397**

Expiration Date: **08/31/2021**

Type of License: **TRUCKING**

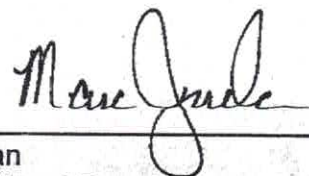
Classification: **TRUCKING**

Business Location: **LAS VEGAS PRESORT LLC
3655 E PATRICK LN STE 300
LAS VEGAS, NV 89120**

Owner/Principal(s): **LAS VEGAS PRESORT LLC**

**CITY OF
NORTH LAS VEGAS**

Your Community of Choice



Marc Jordan
Director of Land Development & Community
Services

This license is not transferable
POST IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in any of such endorsement(s).

PRODUCER Stephanie Morse(67233CK) 2810 W Charleston Blvd Ste 43 Las Vegas NV 89102-1905	CONTACT NAME: PHONE (A/C, NO, EXT): 702-936-4817 E-MAIL ADDRESS: smorse@farmersagent.com	FAX (A/C, NO): 702-847-7286
INSURED LAS VEGAS PRESORT LLC 3655 E PATRICK LN STE 300 LAS VEGAS NV 89120	INSURER(S) AFFORDING COVERAGE INSURER A: Truck Insurance Exchange 21709 INSURER B: Farmers Insurance Exchange 21652 INSURER C: Mid Century Insurance Company 21687 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		606754576	08/01/2020	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CITY OF NORTH LAS VEGAS 2250 LAS VEGAS BLVD N NORTH LAS VEGAS, NV 89030 NV 89169	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KRAFT LAKE INS AGENCY INC/PHS 81152026 The Hartford Business Service Center San Antonio, TX 78265		CONTACT NAME: PHONE (A/C, No, Ext): (866)467-8730 FAX (A/C, No): (888)443-6112 E-MAIL ADDRESS:	
INSURED Las Vegas Presort LLC 3655 E PATRICK LN STE 300 LAS VEGAS NV 89120-3279		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 29459	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	81 SBA AB5993	08/01/2020	08/01/2021	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			81 SBA AB5993	08/01/2020	08/01/2021	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	EMPLOYMENT PRACTICES LIABILITY			81 SBA AB5993	08/01/2020	08/01/2021	Each Claim Limit	\$ 10,000
							Aggregate Limit	\$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**CITY OF NORTH LAS VEGAS
2250 LAS VEGAS BLVD N
NORTH LAS VEGAS, NV 89030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephanie Morse



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
MORSE STEPHAN(67233CK) 1515 E TRPCNA AVE 520 LAS VEGAS NV 89119		PHONE (A/C, NO, EXT): 702-936-4817 FAX (A/C, NO): 702-847-7286 E-MAIL ADDRESS: smorse@farmersagent.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
LAS VEGAS PRESORT LLC 3655 E PATRICK LN STE 300 LAS VEGAS NV 89120-3279		NAIC #	
		INSURER A: Truck Insurance Exchange 21709	
		INSURER B: Farmers Insurance Exchange 21652	
		INSURER C: Mid Century Insurance Company 21687	
		INSURER D: Fire Insurance Exchange 21660	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	N	A15202552	08/01/2020 08/01/2021	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as Additional insured on the named insured's general liability policy.
Waiver of Subrogation applies in favor of the certificate holder on the workers compensation policy.

CERTIFICATE HOLDER	CANCELLATION
CITY OF NORTH LAS VEGAS 2250 LAS VEGAS BLVD N NORTH LAS VEGAS, NV 89030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Stephanie Morse</i>

EXHIBIT B

First Amendment

Please see attached page(s).

FIRST AMENDMENT TO MAILROOM SORTING AND POSTAGE SERVICES AGREEMENT

This First Amendment to Mailroom Sorting and Postage Services Agreement ("First Amendment") is effective ~~10/12/2021 16:17:01 PDT~~ ("Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation ("City"), and Las Vegas Presort LLC, a Nevada limited liability company ("Provider"; collectively, City and Provider may be referred to as the "Parties").

RECITALS

WHEREAS, on July 28, 2021, the City and Provider entered into the Mailroom Sorting and Postage Services Agreement ("Services Agreement") under which the Provider is to process outgoing mail and provide mailroom sorting and postage services to the City; a copy of the Services Agreement is attached as Exhibit A (74 pages);

WHEREAS, the Parties wish to increase the total not to exceed amount in the Services Agreement from One Hundred Thousand Dollars and 00/100 (\$100,000.00) per fiscal year to a total not to exceed amount of One Hundred Ten Thousand Dollars and 00/100 (\$110,000.00) per fiscal year; and

WHEREAS, the Services Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Section 3. of the Services Agreement shall be deleted in its entirety and replaced with the following:

3. **Compensation**

Provider will provide the Services each year for a not to exceed amount of \$110,000.00, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not-to-exceed amount of this Agreement is One Hundred Ten Thousand Dollars and 00/100 (\$110,000.00). The total not-to-exceed amount of this Agreement is Five Hundred Fifty Thousand Dollars and 00/100 (\$550,000.00).

2. The Services Agreement is hereby amended to include the Exhibit B attached to this First Amendment that details the requested price increases effective August 29, 2021. The rate increases are attributable to the USPS rate increase that was effective August 29, 2021. The Parties agree that the price quoted in the Increase Request for 1st Class Letter (up to 3.5 oz.) will be \$.494 cents (see attached Exhibit B) shall remain in effect for the remainder of the Services Agreement. The

Parties agree that the prices quoted in the Increase Request for 1st Class Postcards will be \$.335 cents (see attached Exhibit B) shall remain in effect for the remainder of the Services Agreement. The Parties agree that the prices quoted in the Increase Request for 1st Class Flats (1 oz.) will be \$1.00 each piece each additional ounce will increase by \$.20 cents each (see attached Exhibit B) shall remain in effect for the remainder of the Services Agreement.

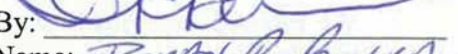
3. In all other aspects, the Parties confirm and re-affirm the terms and provisions of the Services Agreement.

IN WITNESS WHEREOF, the Provider and the City have caused this Second Amendment to be executed as of the day and year indicated above.

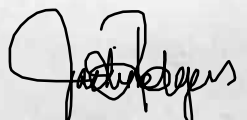
City of North Las Vegas,
a Nevada municipal corporation

By: 
Ryann Juden, City Manager

Las Vegas Presort LLC,
a Nevada limited liability company

By: 
Name: Brenda P. Buckle
Title: Owner/Operator

Attest:

By: 
Jackie Rodgers, Acting City Clerk

Approved as to Form:


By: 
Micaela Rustia Moore, City Attorney

EXHIBIT C

Second Amendment

Please see attached page(s).

SECOND AMENDMENT TO MAILROOM SORTING AND POSTAGE SERVICES AGREEMENT

This Second Amendment to Mailroom Sorting and Postage Services Agreement (“Second Amendment”) is made and entered into as of 06/27/2023 10:40:52 PDT (“Effective Date”) by the City of North Las Vegas, a Nevada municipal corporation (“City”), and Las Vegas Presort LLC, a Nevada limited liability company (“Vendor”; City and Vendor may be referred to collectively as the “Parties”).

RECITALS

WHEREAS, on July 28, 2021, the City and Vendor entered into the Mailroom Sorting and Postage Services Agreement (“Original Agreement”) under which the Provider is to process outgoing mail and provide mailroom sorting and postage services to the City (a copy of the Original Agreement is attached hereto as Exhibit A);

WHEREAS, the Original Agreement has a term of three years with two one-year extensions;

WHEREAS, on October 12, 2021, the Parties entered into the First Amendment to the Mailroom Sorting and Postage Services Agreement (“First Amendment”; collectively, the Original Agreement, First Amendment, and Second Amendment may be referred to collectively as the “Agreement”) which increased the total not-to-exceed amount of the Agreement from One Hundred Thousand Dollars and 00/100 (\$100,000.00) per year to a total not-to-exceed amount of One Hundred Ten Thousand Dollars and 00/100 (\$110,000.00) per year which increased the total not-to-exceed amount of the Agreement to Five Hundred Fifty Thousand Dollars and 00/100 (\$550,000) (the First Amendment is attached hereto as Exhibit B);

WHEREAS, the Parties wish to increase the total not-to-exceed amount for fiscal year 2022-2023 by Thirty-Two Thousand and 00/000 (\$32,000) to One Hundred Forty-Two Thousand and 00/100 (\$142,000) thereby increasing the total not to exceed amount of the Agreement from Five Hundred Fifty Thousand Dollars and 00/100 (\$550,000.00) to Five Hundred Eighty-Two Thousand Dollars and 00/100 (\$582,000.00); and

WHEREAS, the Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Section 3 of the Original Agreement shall be deleted in its entirety and replaced with the following:

3. **Compensation**

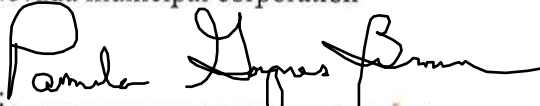
Provider will provide the Services each year for a not to exceed amount of \$110,000.00, except for the period of July 1, 2022 to June 30, 2023 in which Provider will provide the Services for a not to exceed amount of \$142,000. Provider's provision of the Services includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The total not-to-exceed amount of this Agreement is Five Hundred Fifty Thousand Dollars and 00/100 (\$582,000.00).

Schedule A	
Fiscal Year:	Amount:
07/28/2021 – 06/30/2022	\$ 110,000.00
07/01/2022 – 06/30/2023	\$ 142,000.00
07/01/2023 – 06/30/2024	\$ 110,000.00
07/01/2024 – 06/30/2025- 1 st renewal period	\$ 110,000.00
07/01/2024 – 07/28/2026- 2 nd renewal period	\$ 110,000.00
TOTAL:	\$ 582,000.00


2. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

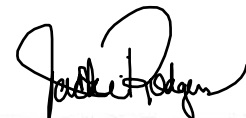
City of North Las Vegas,
a Nevada municipal corporation

By: 
Pamela Goynes-Brown, Mayor

Las Vegas Presort LLC,
a Nevada limited liability company

By: 
Title: OWNER/OPERATOR
Name: RICHARD RIVERA

Attest:

By: 
Jackie Rodgers, City Clerk

Approved as to Form:

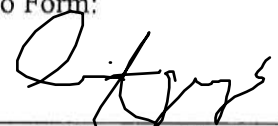
By: 
Micaela Rustia Moore, City Attorney

EXHIBIT D

Third Amendment and Renewal

Please see attached page(s).

THIRD AMENDMENT TO MAILROOM SORTING AND POSTAGE SERVICES AGREEMENT

This Third Amendment to Mailroom Sorting and Postage Services Agreement (“Second Amendment”) is made and entered into as of 03/28/2024 10:03:43 PDT (“Effective Date”) by the City of North Las Vegas, a Nevada municipal corporation (“City”), and Las Vegas Presort LLC, a Nevada limited liability company (“Vendor”; City and Vendor may be referred to collectively as the “Parties”).

RECITALS

WHEREAS, on July 28, 2021, the City and Vendor entered into the Mailroom Sorting and Postage Services Agreement (“Original Agreement”) under which the Provider is to process outgoing mail and provide mailroom sorting and postage services to the City (a copy of the Original Agreement is attached hereto as **Exhibit A**);

WHEREAS, on October 12, 2021, the Parties entered into the First Amendment to the Mailroom Sorting and Postage Services Agreement (“First Amendment”), a copy of which is attached hereto as **Exhibit B**;

WHEREAS, on June 27, 2023, the Parties entered into the Second Amendment to the Mailroom Sorting and Postage Services Agreement (“Second Amendment”), a copy of which is attached hereto as **Exhibit C** (collectively, this Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement may be referred to as the “Agreement”);

WHEREAS, the City wishes to exercise its renewal option in order to authorize the performance of the Agreement from July 1, 2024 to June 30, 2025;

WHEREAS, the Parties wish to increase the total not-to-exceed amount for fiscal year 2023-2024 by Fifty Thousand Dollars and 00/000 (\$50,000.00) to One Hundred Sixty Thousand and 00/100 (\$160,000.00) thereby increasing the total not to exceed amount of the Agreement from Five Hundred Eighty-Two Thousand Dollars and 00/100 (\$582,000.00) to Six Hundred Thirty-Two Thousand Dollars and 00/100 (\$632,000.00); and

WHEREAS, the Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Section 3 of the Original Agreement, as amended by the Second Amendment, shall be deleted in its entirety and replaced with the following:

3. **Compensation**

The City shall pay the Provider for the Services in an amount not to exceed Six Hundred Thirty-Two Thousand Dollars and 00/100 (\$632,000.00), as detailed on Schedule A below, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The total not-to-exceed amount of this Agreement, if all renewal options are exercised by the City, is Six Hundred Thirty-Two Thousand Dollars and 00/100 (\$632,000.00) over the entire term of the Agreement, including the two, one-year renewals as indicated in Schedule A below:

Schedule A	
Fiscal Year:	Amount:
07/28/2021 – 06/30/2022	\$ 110,000.00
07/01/2022 – 06/30/2023	\$ 142,000.00
07/01/2023 – 06/30/2024	\$ 160,000.00
07/01/2024 – 06/30/2025- 1 st renewal	\$ 110,000.00
07/01/2024 – 07/28/2026- 2nd renewal period	\$ 110,000.00
TOTAL:	\$ 632,000.00

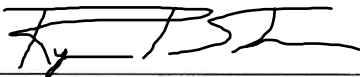
2. With this Third Amendment, the City hereby exercises its first renewal option and authorizes the performance of the Agreement for the period of July 1, 2024 through June 30, 2025.

3. In all other aspects, the Parties confirm and re-affirm the terms and provisions of the Agreement.


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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

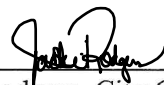
City of North Las Vegas,
a Nevada municipal corporation

By: 
Ryann Juden, City Manager

Las Vegas Presort LLC,
a Nevada limited liability company

By: 
Title: OWNER/OPERATOR
Name: Richard Ruesch

Attest:

By: 
Jackie Rodgers, City Clerk

Approved as to Form:

By: 
Micaela Rustia Moore, City Attorney