

MEDICAL TRAILER PURCHASE AGREEMENT

This Medical Trailer Purchase Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and ProPac, Inc., a South Carolina corporation (the “Provider”).

RECITALS

WHEREAS, the City desires to purchase a medical trailer (“Products”) for the Fire Department to provide non-critical mobile medical services to attendees during City of North Las Vegas sponsored events (“Project”).

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

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

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider’s quote dated February 14, 2024 (the “Quote”) attached hereto as Exhibit A, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

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

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

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

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

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

1.7. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue until the Products are received, inspected, and accepted by the City ("Term"). The total amount is Fifty Thousand Six Hundred Twenty-Two Dollars and 57/100 (\$50,622.57).

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

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

AccountsPayable@CityofNorthLasVegas.com

SECTION THREE REPRESENTATIONS AND WARRANTIES

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

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

3.1.2. The Products are now and shall be at the time of delivery free from any

security interest, lien, or other encumbrance.

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

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

SECTION FOUR INSURANCE

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

SECTION FIVE TERMINATION

Either party may terminate this Agreement at any time in the event of a material breach by the other party that remains uncured after thirty (30) calendar days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorney's fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement. This Section 6 shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

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SECTION SEVEN

NOTICES

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

To City: City of North Las Vegas
Attention: Belia Guzman
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633- 1464
Email: guzmanb@cityofnorthlasvegas.com

To Provider: ProPac, Inc.
Attention: John G. Dorton
2465 Air Park Road
North Charleston, SC 29406
Phone: 800-345-3036
Email: jdorton@propacusa.com

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

SECTION EIGHT

SAFETY

8.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider 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. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

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

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SECTION NINE MISCELLANEOUS

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

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

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

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

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

9.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 9.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

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

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

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

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

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

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

9.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 8.14 shall survive the expiration or early termination of the Agreement.

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

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


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

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

City of North Las Vegas,
a Nevada municipal corporation

ProPac, Inc.,
a South Carolina corporation

By: _____
Pamela A. Goynes-Brown, Mayor

By:  _____
Title: VP/CFO
Name: Susan S Risher

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Andy Moore, Acting City Attorney

Exhibit A

Quote

Please see attached page(s).



ProPac, Inc.

2465 Air Park Rd, North Charleston, SC 29406

Phone: (800) 345-3036

Fax: (888) 877-6722

<https://propacusa.com/>

Quote # 39159

Entered By JDORTON

Quote Date: 2/14/2024

Source: PSTO

Quoted To: Client account number: NOR10042023		Shipping Location: NOR10042023	
Bill To: NORTH LAS VEGAS FIRE DEPT. 4040 LOSEE RD. ATTN: ACCOUNTS PAYABLE NORTH LAS VEGAS, NV 89030 US		Ship To: NORTH LAS VEGAS FIRE DEPT. 4040 LOSEE RD. ATTN: ARIC SEAL NORTH LAS VEGAS, NV 89030	
Phone: (702) 234-8417	Fax:	Phone: (702) 234-8417	Fax:
Terms: NET 10 DAYS	Ordered By: ARIC SEAL	Customer PO:	Carrier: ORIGIN
		Service: ORG	Inside Sales:: JOHN DORTON
			Outside Sales:

Line #	Item#	Item Description	Quantity	Price	UOM	Extended
1	D6020	DISASTER TRAILER	1	46,455.57	EA	46,455.57

Quote Notes: EXAMINATION/IMMUNIZATION UNIT, (ELOR8524TA3)
CURRENT APPROXIMATE LEAD TIME ON UNIT IS 18-22
WEEKS ARO AND UPON CAD APPROVAL. UNIT TO SHIP
DIRECT FROM PLANT #33. ORDER CANNOT BE CANCELLED
AFTER RECEIPT OF PURCHASE ORDER.
OP. 2

ALL PRICES ARE VALID FOR 30 DAYS FROM THE QUOTE DATE

FREIGHT QUOTES ARE ONLY VALID FOR 15 DAYS
LIFTGATE, INSIDE DELIVERY, RE-DELIVERY, APPOINTMENTS, RESIDENTIAL
DELIVERY WILL RESULT IN ADDITIONAL CHARGES

Subtotal:	46,455.57
Freight:	4,167.00
Sales Tax:	0.00
Total:	50,622.57

P ZFY23EMPG
T 07 EQUIPMENT (CITY)
A ZFY23EMPGMATCH (MATCH)
E 420321 sup-EQUIPMENT
O FD-EMERGENCY MANAGEMENT

\$ 25,311.29

P ZFY23EMPG
T 70 EQUIPMENT (GRANT)
A ZFY23EMPGA (BILLABLE)
E 420321 sup-EQUIPMENT
O FD-EMERGENCY MANAGEMENT

\$ 25,311.28

REQ #

PO #

RECEIPT #

**NORTH LAS VEGAS FIRE DEPT.
NORTH LAS VEGAS, NV
D.A.R.T. SPECIFICATIONS
(IMMUNIZATION OP. 2)**

PREPARED FOR: ARIC SEAL

27 NOVEMBER, 2023

DESCRIPTION	UOM	QTY
ENCLOSED TRAILER, 8.5'x22' TANDEM AXLE, 9,800 G.V.W.R. POLAR WHITE SCREWLESS METAL EXTERIOR, (ELOR8522TA3)	EA	1
Standard Features For Eliminator • 102" Wide Body Design• Ramp Door with Spring Assist• No-Show Beavertail• 48" Side Door with Flush lock & Steel Step• (4) LED Dome Lights w/ (2) 3 Way 12v Switches• Semi-Style Cam lock Door Latches• Safety- Spring Chains on Side Door• Door Hold-Backs on All Doors• Torsion Wide-Track Axle• All-Wheel Electric Brakes with Breakaway• 12-Volt Breakaway Switch with Battery• E-Z Lube Hubs with Grease Caps• Aluminum Wheels with Center Caps• Radial Tires• 1-Piece Aluminum Roof• Mill-Finish Aluminum Top Rails• Insulated White Vinyl Ceiling w/ Metal Trim• Steel Sealed Sidewalls• (2) Non-Powered Roof Vents• Sand pad for Tongue Jack• 3/8" Plywood Wall Liner with Luan Trim• 3/4" Plywood Floor w/ 4 – 5,000lb. D-Rings• Exterior ATP Fenders• 24" Aluminum Tread Plate Stone guard• Stainless Steel Front Corner Posts• Cast Aluminum Front & Rear Corners• Clear Lens LED Clearance Lights• Clear Lens LED Tail Lights• Molded ABS Lic. Plate Holder w/ Built-In Light• .030 Screwless Exterior Metal(Avail. in 14 Colors)• Anodized Aluminum Wrap on rear• Urethane Coating on Tongue and Rear Member• Z-Tech Undercoated Frame• Welded Safety Chains• Full-Color Decals• Grease Zerks on Rear Ramp Hinges*(Standard Features are subject to change at any time)	N/A	N/A
ELECTRIC TONGUE JACK WITH LIGHT AND 12 VOLT BATTERY	EA	1
60" EXTENDED TRIPLE TUBE TONGUE	EA	1
8.5' WIDE WEDGE FRONT	EA	1
32" ENTRANCE DOOR WITH CAMBAR LOCK, WEDGE	EA	1
ST2225/75R15/D SPARE TIRE WITH 6 BOLT SILVER WHEEL	EA	1
SPARE TIRE MOUNT, INTERIOR WEDGE, NO COVER	EA	1
PARTITION WALL, NO DOOR, SEPARATES FORWARD WEDGE FROM MAIN BODY	LIN FT	9
36" RV STYLE DOOR WITH WINDOW, SCREEN DOOR, DEAD BOLT LOCK AND KEYS, (2) CURBSIDE, MAIN BODY, (1) FORWARD AND (1) REAR	EA	2

ProPac, Inc.

2390 Air Park Rd; Charleston, SC 29406

(800)345-3036 Fax (888)877-6722

www.propacusa.com propac@propacusa.com

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STRAIGHT OVER HEAD CABINET AND BASE CABINET COMBINATION, ACROSS FRONT, MAIN BODY	EA	1
4 CUBIC FOOT ELECTRIC REFRIGERATOR, BASE CABINET	EA	1
ALPHA RUBBER TREAD PLATE FLOORING, INCLUDES RAMP AND FLAP	LIN FT	31
12" ADDITIONAL HEIGHT	LIN FT	22
ALUMINUM TREAD PLATE INSERT TO COVER RAMP HINGE GAP	EA	1
24" EXTENDED WOOD TRANSITION FLAP WITH 3" DOCK BUMPERS	EA	1
STANDARD SCISSOR JACKS WITH HAND CRANK, (2,000 LBS CAP) ALL CORNERS	PR	2
BOGIE WHEELS, 2-1/2" DIAMETER STEEL, REAR CORNERS	PR	1
BEAD BOARD WALL INSULATION	LIN FT	22
3/16" WHITE VINYL WALL LINER	LIN FT	22
50 AMP SERVICE UPGRADE	EA	1
110 VOLT TO 12 VOLT ELECTRICAL CONVERTER	EA	1
SPREAD AXLES AND SINGLE FENDERS UPGRADE	EA	1
110 VOLT RACER'S PACKAGE: (5) 4' FLUORESCENT LIGHTS WITH (1) WALL SWITCH, (2) 500 WATT RECESSED QUARTZ SCENE LIGHTS WITH (1) WALL SWITCH, (2) 110 VOLT INTERIOR WALL RECEPES, (1) 110 VOLT EXTERIOR WALL RECEPT WITH GFI, 30 AMP BREAKER PANEL WITH LIFE LINE	EA	1
ADDITIONAL 110 VOLT INTERIOR WALL RECEPT, (1) DEDICATED FOR REFRIGERATOR	EA	6
15,000 BTU ROOF MOUNT AIR CONDITIONER	EA	2
CADET WALL MOUNT HEATER, 1500 WATT	EA	2
12 VOLT 55 WATT REAR LOADING LIGHTS	EA	2
UPGRADE FLUORESCENT LIGHTS TO 40" LED KAPPER LIGHTS	EA	5
UPGRADE QUARTZ LIGHTS TO 24" LED MOODY LIGHTS	EA	2
20' AWNING (1) PER SIDE	EA	2
UPGRADE TO 45 DEGREE UPSTART AXLES	EA	1
30"x30" RADIUS WINDOW WITH SLIDER AND SCREEN	EA	2
PARTITION WALL WITH 48" POCKET DOOR, SEPARATES REAR EXAMINATION AREA AND FORWARD ADMIN AREA.	LIN FT	9
FOLD DOWN BUNK/SOFA, ROADSIDE REAR SECTION	EA	1

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27 NOVEMBER, 2023

John G. Dorton		
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