

**AGREEMENT TO USE LOCAL GOVERNMENT CONTRACT  
FOR PURCHASE AND INSTALLATION SERVICES OF MODULAR FUNITURE**

This Agreement to Use the Local Government Contract for Purchase of Modular Furniture (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective date”) by the City of North Las Vegas, a Nevada municipal corporation (“City”) and FACILITEQ NV, LLC, a Nevada Limited Liability Company (“Provider”).

**RECITALS**

WHEREAS, the City desires to purchase modular furniture and reconfiguration services for modular office space at the Engineering Department, located on the second floor of City Hall, located at 2250 Las Vegas, Blvd. North, North Las Vegas, NV, 89030, using the terms and conditions of the City of Las Vegas’ Contract No. 200160-JL, which was awarded to Provider pursuant to City of Las Vegas’ RFP No. 200160-JL, with its attendant contract documents, attachments, and exhibits (collectively “Original Contract”), attached hereto as Exhibit A;

WHEREAS, NRS 332.195(1)(a) permits the City to enter into a contract pursuant to a solicitation by another governmental entity located within or outside this State with the authorization of the contracting provider;

WHEREAS, Provider can provide the goods and services that the City seeks at the rates and under the terms and conditions set forth under the Original Contract;

WHEREAS, the City desires to purchase new workstation, locker units, and installation services as provided in Provider’s quote, (“Quote”), dated April 17, 2024, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the City and the Provider intend to enter into an agreement using the terms, conditions and specifications of the Original Contract, unless otherwise amended as provided herein.

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

**SECTION ONE  
AFFIRMATION OF ORIGINAL CONTRACT**

1.1. The City and the Provider agree to use the Original Contract so that the City may purchase the services under the same terms and provisions as the Original Contract, provided that to the extent the terms of the Original Contract conflict with the terms of this Agreement, the terms of this Agreement shall govern and the conflicting terms of the Original Contract shall be considered null and void and not applicable to this Agreement.

1.2. As required pursuant to NRS 332.195, the Provider hereby authorizes and consents to the City using the terms, conditions and covenants of the Original Contract as the basis for this Agreement.

1.3. Wherever the “City of Las Vegas” appear in the Original Contract, the parties deem such terms to mean the “City” or “City of North Las Vegas.”

## **SECTION TWO ADDITIONAL PROVISIONS TO ORIGINAL CONTRACT**

The Parties agree to be bound by the following provisions:

2.1. The term of this Agreement shall commence on the Effective Date and will continue until project completion (“Term”), unless earlier terminated in accordance with the terms herein. The City shall purchase the furniture items and installation services described in the Provider’s Quote, attached hereto as Exhibit B, in an amount not to exceed Sixty-Two Thousand, Seven Hundred Twenty-Eight Dollars and 70/100 (\$62,728.70). The prices in the Provider’s Quote, shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

2.2. 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

2.3. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery 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<br>Attention: Belia Guzman<br>2250 Las Vegas Blvd., North, Suite 820<br>North Las Vegas, NV 89030<br>Phone: 702-633-1464 |
|----------|--|

To Provider: Faciliteq NV, LLC  
Attention: Matthew Croswell  
1310 S 3rd St.  
Las Vegas, NV 89104  
Phone: 702-795-8800

2.4. 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.

2.5. 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.

2.6. Insurance

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

2.6.2. 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.

2.6.3. 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 \$1,000,000.00 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.

2.6.4. 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.

2.6.5. Property Installation Floater covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

2.6.6. 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.

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

2.6.7.1. 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).

2.6.7.2. 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.

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

2.6.7.4. 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.

2.6.7.5. 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.

2.6.7.6. 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.

2.6.7.7. 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.

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

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

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

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

2.6.8. 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.

2.6.9. 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.

2.7. The 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 the 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.

## 2.8. Safety

2.8.1. 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.

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

2.9. Miscellaneous.

2.9.1. Nevada and City Law. 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.

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

2.9.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto 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.

2.9.4. Attorney's Fees. In the event either party commences any action against the other in connection with this Agreement (including any action to lift a stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court. This Section survives the termination of this Agreement until the applicable statutes of limitation expire.

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

2.9.6. 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.

2.9.7. 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 appropriate funds expire.

2.9.8. 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 shall survive the expiration or early termination of the Agreement.

2.9.9. 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.

2.9.10. Federal Funding. Provider 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.

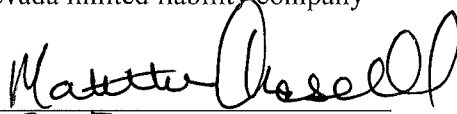
2.9.11. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 2.9.11 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

**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 A. Goynes-Brown, Mayor

FACILITEQ NV, LLC,  
a Nevada limited liability company

By:   
Title: SR. PROJECT MANAGER  
Name: MATTHEW CROSSWELL

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Andy Moore, Acting City Attorney

EXHIBIT A

Contract Number 200160-JL

Please see attached page(s).



**ANNUAL REQUIREMENTS CONTRACT FOR THE PURCHASE OF GOODS AND SERVICES  
OFFICE FURNITURE FOR NEW MUNICIPAL COURT**

THIS Annual Requirements Contract for the Purchase of Goods is being entered into this 25 day of June, 2020, by and between the City of Las Vegas (the "City"), a municipal corporation in the State of Nevada, and FACILITEQNV, LLC (the "Supplier"), a corporation organized and existing under the laws of the State of Nevada.

**WITNESSETH:**

**WHEREAS**, the Supplier, having submitted a Proposal to the City for the project commonly known and referred to as **Office Furniture for the New Municipal Court**, RFP No.(200160-JL); and,

**WHEREAS**, the City Council or its designee, after due consideration of the submitted Proposals, awarded a Contract to the Supplier in the amount(s) set forth below.

**NOW, THEREFORE**, in consideration of the above, the parties hereto agree to the following:

**SECTION A – Contract Overview**

**A-1 Summary of Contract** [CAO-01/20/16]

- (a) This Contract sets forth the terms and conditions for ordering and delivering the Goods and Services described herein, and the execution hereof by the parties hereto forms a legally binding contract. The City may order, and the Supplier is obligated to deliver, the Goods and Services in accordance with the terms and conditions of this Contract. This is a non-exclusive Contract.
- (b) This Contract covers the need of the City to purchase an estimated quantity of Goods and Services on an annual basis. At the time of execution of this Contract the total quantity of Goods and Services to be purchased cannot be fixed, but will vary based on the annual needs of the City, and the Contract is therefore based on an estimated quantity. The estimated quantity is established based on expected usages or purchases by the City. Notwithstanding the execution of this Contract, the City is under no obligation to purchase any minimum or maximum quantity of the Goods or Services which are the subject of this Contract.
- (c) The following documents are hereby incorporated into this Contract:
  - (i) Exhibit A – Price Schedule – Goods and Labor
  - (ii) Exhibit B – Specifications and Statement of Work
  - (iii) Exhibit C - Excerpted Proposal
  - (iv) Exhibit D – Warranties
  - (v) Exhibit E – Initial Order Pricing

**A-2 Contract Amount**

The Contract Amount shall not exceed \$2,000,000 per year.

**A-3 Performance Period**

- (a) The City may place orders against this Contract from the Award Date through and including July 31, 2022.
- (b) The City may, at its sole option, extend the performance period for up to four additional two-year periods beyond July 31, 2022. The City shall provide written notice to the Supplier of such extension(s), and the Supplier may not assume an automatic renewal. Exercise of a two-year option does not commit the City to exercise further options.
- (c) The City reserves the right to exercise an option to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the expiration date, for any reason.

## SECTION B – Basic Terms

### B-1 Definitions [CAO-01/20/16]

The following definitions apply to this Contract:

- (a) "*Award Date*" means the date that a Contract becomes effective. It is the date entered into the first paragraph of the Contract upon execution by an authorized representative of the City.
- (b) "*Contract*" means this document, consisting of Sections A through E and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the City.
- (c) "*Contract Amount*" means the maximum amount of compensation that may be paid to the Supplier for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.
- (d) "*F.O.B. Destination*" means that the Supplier is responsible for paying the costs (including, without limitation, the loading, unloading and shipping costs) of transporting the Goods to the point of delivery designated by the City, and includes the risk of loss or destruction associated with such transportation.
- (e) "*Goods*" means the items to be purchased from the Supplier, which are listed or described in the Exhibits, attached hereto, and substitutes for such common usage terms as "materials", "equipment", "products" and "supplies".
- (f) "*Prompt Payment Discount*" means the price discount offered by the Supplier which applies to the purchase price of the Goods if the City elects to pay an invoice in less than its normal thirty (30) day payment cycle time.
- (g) "*Purchase Order (or P.O.)*" means the administrative document issued by the City to facilitate the ordering of and payment for the Goods purchased pursuant to this Contract.
- (h) "*Services*" means the work to be performed by the Supplier, which is listed or described in the Exhibits attached hereto.

## SECTION C – Specifications and Scope of Work

Goods and Services shall be provided in accordance with the attached Exhibits, on written request by the City of Las Vegas Project Manager and/or a duly issued City of Las Vegas Purchase Order.

The initial order(s) placed under this Contract will be related to the new City of Las Vegas Municipal Courthouse. The company has agreed to provide:

- unlimited design assistance as part of this initial order,
- goods in accordance with the pricing schedule in Exhibit C – Excerpted Proposal
- installation labor not to exceed the totals quoted in Exhibit C – Excerpted Proposal, so long as the scope of the project does not materially exceed that outlined in Exhibit B – Specifications and Statement of Work

## SECTION D– Special Conditions

### D-1 Project Manager / Supplier Representative [R]

- (a) The City designates Bruce Breed as Project Manager for this Contract. The City will provide written notice to the Supplier should there be a subsequent Project Manager change. The Project Manager will be the Supplier's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Supplier regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*
- (b) The Supplier designates Matt Croswell as Representative for this Contract. The Supplier will provide written notice to the City should there be a subsequent Supplier Representative change. The City has the right to assume that the Supplier Representative has full authority to act for the Company on all matters arising under or relating to this Contract.



**D-2 Pricing and Payment** [CAO-01/20/16]

- (a) Payment to the Supplier will be made only for the actual quantities of the Goods delivered and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-4, "Invoices".
- (b) The City will pay the Supplier in accordance with the pricing set forth in "Exhibit A" and "Exhibit E" to this Contract. The Initial Order placed for the new Municipal Courthouse will be in accordance with the unit pricing laid out in Exhibit E, Initial Order pricing, with the understanding that precise quantities may vary, and some limited product substitutions may be requested.
- (c) The prices set forth herein include the costs and expenses associated with delivering and tendering the Goods and Services to the City including, without limitation, expenses for inspection, meeting warranty requirements and complying with all the terms and conditions of this Contract.

**D-3 Pricing Revisions** [CAO-01/20/16]

- (a) For the term of this Contract, pricing for the Goods and Services may be revised for the reason(s) set forth below:
  - (i) Increase or Decrease in Cost of Doing Business. The pricing may be changed due to fluctuations in the cost of doing business incurred by the Supplier. If a decrease occurs in the cost of doing business, the City shall receive the benefit of this change with a corresponding decrease in pricing to the City. If an increase occurs in the cost of doing business, the Supplier may request one (1) price escalation annually provided written justification is submitted to the City at least thirty (30) calendar days before the anniversary date of the Contract Award Date. Only recognized economic indices (such as the Consumer Price Index for Western States) will be used in determining approval of any proposed price revision. The Supplier shall provide any supporting documentation requested by the City, and the City shall, in its sole discretion, determine if the price revision is justified for the subsequent annual term of this Contract.
- (b) Each pricing revision permitted herein must be approved in writing by the Purchasing and Contracts Manager and, if approved, shall become effective thirty (30) days after notice of the change has been received by the City, or on such earlier or later date as may be agreed upon by the parties.
- (c) Any pricing revision permitted pursuant to this section may be delayed or denied if the Supplier fails to submit a timely request, or fails to provide adequate documentation in support thereof.
- (d) Any approved pricing revision is not retroactive, and any order submitted before the date of approval of the pricing revision shall be paid on the basis of the pricing in effect on the date the Goods or Services were ordered by the City.
- (e) If the parties hereto fail to agree on a pricing revision after thirty (30) calendar days as permitted herein, either party may terminate this Contract after thirty (30) calendar days' written notice to the other party in accordance with Section E-1, "Legal Notice".

**D-4 Invoices** [CAO-01/20/16]

The Supplier shall submit a detailed invoice to the City after shipment of Goods or completion of Services. Each invoice shall contain the following information:

- (i) the date of the invoice and invoice number;
- (ii) the Purchase Order and Contract number;
- (iii) item numbers, descriptions, quantities, unit prices, and discounts taken;
- (i) charges for labor;
- (ii) date of shipment or installation.

Invoices for partial shipments shall include only items actually delivered in the partial shipment. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Supplier will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.**

**The Supplier shall submit the original invoice to:**

Department of Finance  
ATTN: Accounts Payable  
City of Las Vegas  
495 South Main Street, 4<sup>th</sup> Floor  
Las Vegas, NV 89101 – 2986

The Company shall forward a copy of the invoice to the City's Project Manager identified in Section D-1.

**D-5 Delivery Requirements [R]**

- (a) Delivery - F.O.B. Destination. The Supplier shall deliver the Goods F.O.B. Destination. The delivery point shall be the specified delivery address listed on each Purchase Order.
- (b) Delivery Coordination. The Supplier shall provide the City with twenty-four (24) hour notice prior to delivery. All deliveries are to be coordinated with the Project Manager. The City reserves the right to refuse delivery if advance notice is not given.
- (c) Failure to Deliver. In the event that the Supplier fails to deliver the Goods and Services in accordance with the terms and conditions of the Contract, the City shall have the option to either terminate the Contract or procure the Goods from another supplier. If the Goods are procured from another supplier, the Supplier shall pay the City any difference between the Contract price(s) and the price(s) paid to the other supplier plus any and all administrative costs incurred associated with the re-procurement.
- (d) Inspection Upon Delivery.
  - (i) The Goods and Services will be inspected at time of delivery by an authorized representative of the City for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements. In the event deficiencies are detected, the Goods or Services will be rejected to enable the Supplier to make the necessary repairs, adjustments or replacements. Payment will not be made and discount period (if applicable) will not commence until the corrective action is complete and the Goods or Services have been re-inspected and accepted by the City.
  - (ii) It shall be the responsibility of the Supplier to arrange for return and pay all costs for return of Goods rejected and re-performance of Services rejected pursuant to this clause.

**D-6 Insurance [CAO-04/08/15]**

- (a) The Supplier shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
  - (i) Industrial/Workers' Compensation Insurance protecting the Supplier and the City from potential Supplier employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. The Supplier's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.
  - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Supplier's agents assigned to the activities performed under this Contract in a policy limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Supplier's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
  - (iii) Commercial Automobile Liability Insurance of limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Supplier and any auto used in the performance of services under this Contract. The policy must

insure all vehicles **owned** by the Supplier and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Supplier's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

- (b) The Supplier must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Supplier shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Supplier shall annually provide the City's designated certificate tracking service with a certificate of Insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or its designated certificate tracking service if so requested.
- (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Supplier and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation or erosion of Insurance limits, sent by certified mail "return receipt requested".
- (d) The certificates and endorsements for each Insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Supplier, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Twenty-Five Thousand (\$25,000) without the prior written approval of the City.
- (f) **Suppliers requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Supplier is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**
- (g) If the Supplier fails to carry the required Insurance, the City may (i) order the Supplier to stop further performance hereunder, declare the Supplier in breach, pursuant to Section E-5, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Supplier or charge the replacement insurance costs back to the Supplier.
- (h) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (i) The Supplier is encouraged to purchase any additional insurance it deems necessary.
- (j) The Supplier is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Supplier, its subcontractors or anyone employed, directed or supervised by the Supplier.
- (k) For individual Purchase Orders, at the City's discretion, the Company may be required to maintain a performance bond insuring performance of all of the Company's obligations as required by the Contract, in the amount of 100% of the total Purchase Order amount. The bond must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as a company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects. The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the City. The Company shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond. The bond shall be issued and verified by the City before the City issues a Purchase Order.



#### **D-7 Warranty – Goods [R]**

- (a) Supplier's Warranty. The Supplier warrants that the Goods supplied to the City are (i) free of defects and deficiencies in design, workmanship and materials, (ii) suitable for the purpose intended by the City, (iii) in compliance with the applicable specifications, and (iv) free from any liens or encumbrances on title of the Goods. If, during the warranty period, any defect or deficiency is found in the Goods, the Supplier shall immediately, after notification by the City, proceed at its own expense to (i) repair the Goods on-site, together with remedying any damage caused to the finishes, fixtures, equipment and furnishings of the Goods, or (ii) replace the Goods if not capable of repair. If the repairs cannot be made on-site, the Supplier agrees to arrange for the transportation of the Goods to a repair facility unless otherwise agreed in writing by the City. The City's remedy for breach of this warranty is contained in Article 2 of the Uniform Commercial Code. The warranty set forth in this subsection shall be in effect for the period of the manufacturer's warranty for the subject product.
- (b) Manufacturer's Warranty. The manufacturer's warranties for the Goods are set forth in "Exhibit D", and apply in their entirety. The manufacturer's warranty shall be made available to the City at no additional cost. If, during the warranty period, any defect or deficiency is found in the Goods, the Supplier shall contact the manufacturer immediately after notification by the City, and the manufacturer shall proceed at its own expense to (i) repair the Goods on-site, together with remedying any damage caused to the finishes, fixtures, equipment and furnishings of the Goods, or (ii) replace the Goods that are not capable of repair. If repairs cannot be made on-site, the Supplier agrees to arrange for the transportation of the Goods to a repair facility unless otherwise agreed in writing by the City.
- (c) Warranty Exclusions Prohibited. The City *will not* accept any warranty clause from the Supplier or manufacturer which states (i) the warranty of merchantability and/or the warranty of fitness for a particular purpose are not applicable to, excluded from, the purchase of the Goods, or (ii) the Supplier's and/or manufacturer's warranty clause is in lieu of all other warranties that are either expressed or implied. In addition to these restrictions, the warranty requirements of the Contract shall exist in a direct extension from the manufacturer to the City, as well as from the Supplier to the City if the Good are sold by Supplier as a distributor or agent of the manufacturer.
- (d) Claim Documentation. The Supplier shall provide written documentation of each warranty repair claim, in the form of a work order or an invoice, to the City representative who initiated the warranty claim. The following information must be included in the documentation:
- (i) Date of warranty claim
  - (ii) Identification number(s) of affected Goods (Model number, serial number, VIN, etc.)
  - (iii) Reason for claim
  - (iv) Corrective action or repair
  - (v) Parts and labor hours provided
  - (vi) Completion date

#### **D-8 Warranty – Services [CAO-5/2/12]**

The Supplier warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Supplier to perform the services in accordance with this Contract, the Supplier shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

#### **D-9 New Goods [CAO-01/20/16]**

Except as provided in Section D-10, "Reconditioned Goods", the Goods delivered under this Contract must be new. New Goods are defined as Goods that are made up entirely of unused materials and/or genuine original parts. The Goods must not have been operated for any purpose other than routine operational testing, except as specifically authorized elsewhere in this Contract. Demonstrator and reconditioned Goods are not acceptable.

#### **D-10 Reconditioned Goods [R]**

Reconditioned goods shall only be acceptable if offered at a discount and with the express written approval in advance of the City's Project Manager. Reconditioned goods are defined as goods that, although they may contain some used

components, have been completely disassembled and reassembled including all cleaning, adjustment, and replacement of components necessary to make the goods capable of having exactly the same warranty as new equipment.

**D-11 Updates** [CAO-01/20/16]

(a) The Supplier shall provide updates to the City as follows:

- (i) If the manufacturer discontinues, upgrades, and/or makes other changes to the Goods, the Supplier shall notify the City of the change within fifteen (15) calendar days of notification from the manufacturer. Upon receipt of the notification, the City has the option of either accepting the replacement or canceling the replaced Goods from the Contract. Should the Supplier ship the replacement Goods without the City's prior written approval, the Goods may not be accepted.
- (ii) If the City determines that an update is substantial in terms of number of changes, the Supplier shall provide an updated list of all items available for ordering under this Contract, as of a date specified by the City.

(b) The City will not accept any substitute Goods for those specified in this Contract.

**D-12 Packing and Shipping** [CAO-01/20/16]

- (a) The Supplier shall package the Goods in a manner that ensures protection against damage, deterioration and contamination. The Goods must be delivered in new shipping containers suitable for storage or shipment.
- (b) All shipments are to meet applicable Department of Transportation (D.O.T.) Regulations. Serial numbers (if any) 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 Supplier's error will be returned solely at the Supplier's cost.
- (c) Each carton of every shipment shall include one (1) complete packing list that identifies (i) the Purchase Order number, (ii) item number, (iii) item description, and (iv) quantity. **The packing list is to be enclosed in a removable plastic pouch labeled "Packing List Enclosed" and affixed in a readily visible location on the outside of each carton.**

**D-13 Purchase Orders** [R]

Pursuant to the proposal and ordering processes described in Section C of this Agreement, a Purchase Order will be issued for the acquisition of the Goods, specifying a single scheduled delivery or multiple scheduled deliveries of the Goods. The time allotted for delivery of the Goods under the Purchase Order commences on the date the City successfully electronically transmits or faxes the Purchase Order to the Supplier, or five days after the mailing date of the Purchase Order to the Supplier. Any Purchase Order issued hereunder incorporates the terms and conditions of this Contract.

**D-14 Telephone Orders** [CAO-01/20/16]

The ordering of the Goods by telephone is **not** permitted. The Supplier shall not accept telephone orders, unless explicitly authorized in writing by the City's Purchasing and Contracts Manager.

**D-15 Pick-Up from Supplier's Facility** [CAO-01/20/16]

The City shall have the option, but not the obligation, to obtain the Goods directly from the Supplier's facility. Prior to releasing the Goods, the Supplier shall confirm that the individual is a City of Las Vegas employee through presentation of an employee badge. The employee's full name is to be recorded at the time of the release, and the employee's full name and the date of the transaction must be identified on any subsequent invoice. Failure to provide the Purchase Order number, employee's full name and the date of the release will result in rejection of an invoice.

**D-16 Holidays/Weekends** [CAO-01/20/16]

The Supplier is excused from performance on weekends and the following legal holidays:

Martin Luther King's Birthday  
President's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Nevada Admission Day

Veterans Day  
Thanksgiving Day and Friday After  
Christmas Day  
New Year's Day

**D-17 Liquidated Damages** [CAO-01/20/16]

Assessment of liquidated damages does not apply to this Contract.

**SECTION E – General Conditions**

**E-1 Legal Notice** [CAO-01/08/15]

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:                      Manager, Purchasing and Contracts  
City of Las Vegas  
495 South Main Street, 4th Floor  
Las Vegas, Nevada 89101-2986  
Fax: (702) 384-9964  
Email: [purchasing@lasvegasnevada.gov](mailto:purchasing@lasvegasnevada.gov)

FOR THE SUPPLIER:              Attn: Matthew Croswell  
FaciliteqNV, LLC  
1310 South 3<sup>rd</sup> Street  
Las Vegas, Nevada 89104  
Fax: 702-795-8838  
Email: [mcroswell@faciliteq.com](mailto:mcroswell@faciliteq.com)

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Buyer or the Supplier Representative, as appropriate.

**E-2 Disputes** [CAO-04/2020]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Supplier, the Supplier shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Supplier as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Supplier in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.



- (c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

#### **E-3 Notice of Delay [CAO-7/24/08]**

- (a) If timely performance by the Supplier is jeopardized by the non-availability of City provided personnel, data, or equipment, the Supplier shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Supplier in writing of the action which will be taken to remedy the situation.
- (b) The Supplier shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Supplier's failure to perform. Notice shall be provided as soon as the Supplier is aware of the situation; however, such notice shall not relieve the Supplier from any existing obligations regarding performance or delivery.

#### **E-4 Termination for Convenience [CAO-5/2/12]**

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Supplier specifying the extent and effective date of the termination. On the effective date of the termination, the Supplier shall terminate all work and take all reasonable actions to mitigate expenses. The Supplier shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Supplier within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Supplier.

#### **E-5 Event of Default [CAO-01/20/16]**

- (a) If, during the term of this Contract, the Supplier (i) fails to deliver Goods that comply with the specifications, (ii) fails to deliver the Goods within the time specified in the Purchase Order or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Supplier, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Supplier and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.
- (b) If there occurs an Event of Default, the Supplier shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten day period, the Supplier may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten day period and is diligently pursued to completion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

#### **E-6 Termination for Default [CAO-01/20/16]**

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Supplier pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Supplier has failed to provide Goods in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement goods that are comparable to the Goods that the Supplier failed to deliver to the City, and the Supplier shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Supplier shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) The Supplier shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Supplier. These circumstances are limited

to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Supplier's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".

- (d) The City retains the right to terminate for default immediately if the Supplier fails to maintain the required levels of insurance, fails to comply with applicable local, state, and Federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.
- (e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Supplier pursuant to the requirements of Section E-1, "Legal Notice" above, the Supplier shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Supplier shall continue with its performance under the Contract.

#### **E-7 Limitation of Funding** [CAO-04/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. 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 this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

#### **E-8 Changes – Fixed-Price Goods or Services** [CAO-01/20/16]

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
  - (i) Description of services to be performed or Goods to be provided.
  - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (iii) Place of performance of the services.
  - (iv) Time or place of delivery of Goods.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- (c) The Supplier must assert its right to an adjustment under this clause within thirty (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 a proposal submitted before final payment of the Contract.
- (d) If the Supplier's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Supplier from proceeding with the Contract as changed.
- (f) The Supplier shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Supplier's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

#### **E-9 Entire Contract, Section and Paragraph Headings** [CAO-7/24/08]

- (a) This Contract represents the entire and integrated agreement between the City and the Supplier. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

**E-10 Order of Precedence** [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

**E-11 Severability** [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

**E-12 Waiver** [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

**E-13 Modification/Amendment** [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

**E-14 Assignment** [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

**E-15 Indemnification** [CAO-4/2020]

- (a) In addition to the insurance requirements set forth in Section D-6, "Insurance", and not in lieu thereof, the Supplier shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, (i) any act or omission, negligent or otherwise, on the part of the Supplier, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Supplier and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Supplier's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Supplier agrees that it is assuming the sole risk of any Liabilities related to the contraction by Supplier's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Supplier's Indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.
- (b) If a third party claim against the City for negligent performance by the Supplier is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Supplier what is due and



owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Supplier under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Supplier, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

- (c) It is expressly agreed that the Supplier shall defend the City at Supplier's expense, by legal counsel reasonably satisfactory to the City, against the Liabilities and in the event that the Supplier fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Supplier. Supplier's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Supplier pursuant to the provisions of this Contract. Supplier's obligations under this Section shall survive any termination of this Contract.

#### **E-16 Patent Indemnity [CAO-7/24/08]**

The Supplier hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by the Supplier, or out of the processes or actions employed by, or on behalf of the Supplier in connection with the performance of the Contract. The Supplier shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Supplier upon becoming aware of such claims or actions, and provided further that the Supplier's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

#### **E-17 Audit of Records [CAO-5/2/12]**

- (a) The Supplier agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Supplier goes out of business, the Supplier shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Supplier pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Supplier of the audit and inspection. If the books and records are not located within Clark County, the Supplier agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Supplier may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Supplier's office. If the books and records provided to the City are incomplete, the Supplier agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Supplier's office. The Supplier's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Supplier, the Supplier agrees that the difference shall be either: (i) repaid immediately by the Supplier to the City or (ii) at the City's option, credited against any future billings due the Supplier.

#### **E-18 Confidentiality – City Information [CAO-4/2020]**

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Supplier is confidential and privileged. The Supplier shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Supplier will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Supplier shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other

technology, either expressly or by implication to the Supplier. Upon request by the City, the Supplier shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Supplier is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Supplier prior to obtaining the same from the City; (iii) the information is obtained by the Supplier from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Supplier shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

#### **E-19 Marketing Restrictions [CAO-7/24/08]**

The Supplier may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Supplier or its services.

#### **E-20 Intellectual Property Rights [CAO-04/20/20]**

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Supplier shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Supplier will upon request return the data to the City at no charge in the format held by Supplier. On City request, the Supplier will delete all City data and will provide appropriate certification to the City to document the disposal. The Supplier shall promptly notify the City if the Supplier becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

#### **E-21 Taxes/Compliance with Laws [CAO-08/01/13]**

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Supplier shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Supplier shall make any and all payroll deductions required by law. The Supplier agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- (b) The Supplier, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

#### **E-22 Licenses/Registrations [CAO-01/20/16]**

During the entire performance period of this Contract, the Supplier shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

#### **E-23 Non-Discrimination and Fair Employment Practices [07/31/13]**

- (a) **Discrimination:** The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Supplier acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Supplier recognizes that if the Supplier or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Supplier in breach of contract and terminate Contract.
- (b) **Fair Employment Practices:** In connection with the performance of work under this Contract, the Supplier agrees not to

discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (c) The Supplier further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Supplier shall constitute a material breach of this Contract.

**E-24 Employment of Unauthorized Aliens [CAO-01/20/16]**

In accordance with the Immigration Reform and Control Act of 1986, the Supplier agrees that it will not employ unauthorized aliens in the performance of this Contract.

**E-25 Conforming Services [CAO-7/24/08]**

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Supplier shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

**E-26 Independent Contractor [CAO-4/20/20]**

In the performance of its obligations under this Contract, the Supplier and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Supplier shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. Accordingly, Supplier shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Supplier's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Supplier shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Supplier shall be responsible for providing, at Supplier's expense, and in Supplier's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Supplier shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Supplier's failure with respect to its obligations in this Section. Supplier, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Supplier's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Supplier understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Supplier as the sole responsible party for the performance of this Contract. The Supplier shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Supplier shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

**E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]**

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

**E-28 Conflict of Interest (City Officials) [CAO-5/2/12]**

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.



**E-29 Public Records** [CAO-5/2/12]

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

**E-30 Use By Other Government Entities** [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Supplier allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

**E-31 Certification – No Israel Boycott** [CAO 4/2020]

By signing this Contract, Supplier certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

"Boycott of Israel" means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

"Supplier" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Supplier shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

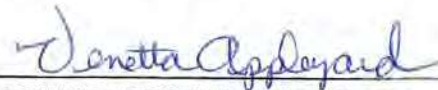
**E-32 Counterpart Signatures** [CAO-9/24/08]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

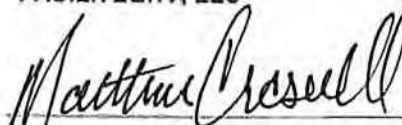
FACILITEQNV, LLC



DENISE MARCELLA, Acting Manager  
Purchasing and Contracts

VENETTA APPLEYARD  
Director of Finance

Date

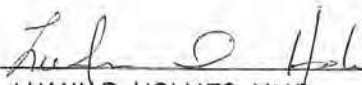


MATTHEW CROSWELL  
Vice President Operations

6/5/2020

Date

ATTEST:



LUANN-D. HOLMES, MMC  
City Clerk

6/29/20

Date

APPROVED AS TO FORM:

Dimitri P. Delacas  
Deputy City Attorney



Deputy City Attorney

6/2/2020

Date



# 200160-JL Exhibit A - Price Schedule

## CLARK COUNTY Discount Schedule (Faciliteq Contract)

Price Agreement 76218 AA Product only orders shipping to U.S. locations, accessing North American price list

| Product Group             | Systems Product   | Seating Products  | Freestanding Products                          | Wood Casegoods | Architectural Interiors | List Dollar Value                    | Customer Discount     |
|---------------------------|---|---|--|----------------|-------------------------|--------------------------------------|-----------------------|
| I<br>Regular Lead Time    | UniGroup® NW/WT PLACES® NW/WT UniGroup® Too Adaptable Components, PREMISE® NW/WT Moxie™, Components Compose |   |  |                |                         | \$1 - \$100,000<br>\$100,001 or More | 75.000%<br>Negotiable |
| RUSH**                    |   |   |  |                |                         | \$1 or More                          | 70.000%               |
| II<br>Regular Lead Time   | RACE® if®   | Improv®, X99®, Look™  | X Series® Casegoods, Files & Storage Beside    |                |                         | \$1-\$50,000<br>\$50,001 or More     | 66.000%<br>Negotiable |
| RUSH**                    |   |   |  |                |                         | \$1 or More                          | 64.000%               |
| III<br>Regular Lead Time  | Everyday Office (Hop, Jump, Jive, and Swivel)   | Zody, Very™   | V Series® Casegoods, Files & Storage A Series® |                |                         | \$1 - \$50,000<br>\$50,001 or More   | 56.000%<br>Negotiable |
| RUSH**                    |   |   |  |                |                         | \$1 or More                          | 61.750%               |
| IV<br>Regular Lead Time   | Tactics®, 450 Series, Tempo™, Planes, Intuity   |   |  |                |                         | \$1 - \$50,000<br>\$50,001 or More   | 58.000%<br>Negotiable |
| RUSH**                    |   |   |  |                |                         | \$1 or More                          | 63.100%               |
| V<br>Regular Lead Time    | Patterns, Reside  | Composites™, Forenze™, Galerie™, Hello™, Prescott™, Tally™, Tuxedo™, ToDo®, Cassis, Candor, Lively Very Task™, Fern |  | Masters        | Enclose Powerweb        | \$1-\$100,000<br>\$100,001 or More   | 54.000%<br>Negotiable |
| RUSH**                    |   |   |  |                |                         | \$1 or More                          | 60.400%               |
| VI<br>Regular Lead Time   | Belong, Jump®Stuff Boogie® Board  |   |  |                |                         | \$1-\$50,000<br>\$50,001 or More     | 53.000%<br>Negotiable |
| RUSH**                    |   |   |  |                |                         | \$1 or More                          | 59.500%               |
| VII<br>Regular Lead Time  | Haworth Collection NA, Pablo Lighting Harbor Work Lounge Openest  | Poppy   |  | Suite          |                         | \$1 or More                          | 45.000%               |
| VIII<br>Regular Lead Time | Ergotron  |   |  |                |                         | \$1-\$50,000<br>\$500,001 or More    | 51.000%<br>Negotiable |
| IX<br>Regular Lead Time   | Healthcare  |   |  |                |                         | \$1-\$100,000<br>\$100,001 or More   | 56.000%<br>Negotiable |
| X<br>Regular Lead Time    | Haworth Collection Poltrona Frau, Cappellini, Cassina   |   |  |                |                         | \$1 or More                          | 30.000%               |

Price List: Current Price list applies

- \*\*Seller offers the above-mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products included in these programs.
- Only the items stated within each product group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier. DIFFERENT PRODUCT GROUPS OR LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.
- The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.

## EXHIBIT B – SPECIFICATIONS AND STATEMENT OF WORK

### A – Scope of Work

The Initial Project contemplated under this contract is the outfitting of the new Municipal Court building. This Initial Project will consist of programming, designing, delivering and installing furniture and systems furniture. Conceptual lay-out drawings are attached as Exhibit A to this RFP, and preliminary floor plans are attached as Exhibit B. These drawings together show the approximate number and types of office and systems set-ups to be delivered.

It will be important to the City to have a creative partner in the final design process. Design services will include final space plan layouts, including all parts and pieces necessary, as well as design services in regard to making recommendations of finishes and providing pricing variations for upgraded selections, and design services in support of City-requested changes throughout the project. The Company will provide CAD drawings with all office, cubicle, conference rooms and additional ancillary areas with furniture. The Company will provide color boards showing all product finishes. The Company will provide line item cost breakdowns of all furniture per area or office and floor level. The City will provide oversight and review of final designs, finishes, and pricing for approval.

The Company will be responsible for all costs of materials, labor, software, delivery, tools, equipment, and any other appurtenances necessary to provide furniture, systems furniture, installation and ongoing reconfiguration and repair services. All design services must be part of the proposed initial install pricing. No additional charges will be allowed for design fees.

Offerors will be expected to meet at minimum once weekly with the City Project Manager until designs and finishes are finalized, and as-needed during installation and thereafter.

Estimated timeline:

|          |   |
|----------|---|
| 7/15/20  | Award of Contract   |
| 9/30/20  | Phase One Design complete and orders placed (includes all workstation panels)             |
| 11/15/20 | Panel wall installation begins  |
| 11/30/20 | Phase Two Design complete - All remaining orders placed, remainder of installation begins |
| 12/31/20 | Panel wall installation complete  |
| 3/15/21  | Installation complete   |

The contract will remain active for up to ten years total, with renewal periods available at the City's discretion. The ongoing annual requirements contract may be used by the City for additional City facilities to orders for new product, reconfigurations, repairs, etc., following completion of the Initial Project. Similar service levels and design support will be expected in future projects awarded under this Contract.

### E – Product Specifications

The City has compiled a list of “brand name or equal” format specifications. These specifications are in no way intended to limit competition to the brand names listed. They are rather intended to show what the City is currently using, and to give a general idea of the quality level and functionality the City desires to install in the new Municipal Court building. All Offerors’ proposals will be thoroughly evaluated. The City wishes to purchase the best value system available, and has no preference for any particular manufacturer or product line. The City will consider quality levels and creativity/functionality in evaluating furniture proposed.

#### BASE BID FURNITURE LINES

| Item  | Brand Name                                    | Detail                               |
|---|---|--------------------------------------|
| <b>Systems Furniture – Standard Finish Line</b> |   |                                      |
| Panels  | Haworth “Compose” – 3” Thick Panel / 48” High | Grade B fabric, available trim color |
| Work surfaces                                   | Haworth “Adaptable Components”                | Available color                      |
| Lateral files                                   | Haworth “X Series”                            | Available color, integral pull       |
| Pedestals                                       | Haworth “X Series”                            | Available color, integral pull       |
| Open shelves                                    | Haworth “Adaptable Components”                | Available color                      |
| Closed shelves                                  | Haworth “Adaptable Components”                | Available color                      |

| Item   | Brand Name                                       | Detail   |
|--|--|--|
| Task chairs (level 1)  | Haworth "Very Task Chair" Model No. SCT-20-4011  | Aluminum Base, Fabric Grade A, w/ lumbar option included |
| Keyboard trays   | Workrite "Banana Board"                          | Available color  |
| Tack boards  | Haworth "Adaptable Components"                   | Grade B  |
| LED lighting   | (open)   |  |
| Steel center drawer  | Haworth Model No. SCD-19                         |  |
| Sit Stand Height Adjustable Base                               | ESI "Triumph" Model No. 2T-C40-30                | Silver Finish Color, Electronic adjustment controls      |
| <b>Free Standing Furniture – Standard Finish Line</b>          |  |  |
| Desks and returns  | Haworth "X Series"                               | Variety of finishes, laminate tops                       |
| Lateral files  | Haworth "X Series"                               | Available color, integral pull                           |
| Pedestals  | Haworth "X Series"                               | Available color, integral pull                           |
| Bookcases  | Haworth "X Series"                               | Available color  |
| Vertical storage units   | Haworth "X Series"                               | Available color, integral pull                           |
| Open shelves   | Haworth "Adaptable Components"                   | Available color  |
| Closed shelves   | Haworth "Adaptable Components"                   | Available color  |
| Task chairs (level 1)  | Haworth "Very Task Chair" Model No. SCT-20-4011  | Aluminum Base, Fabric Grade A, w/ lumbar option          |
| Side chairs (level 1)  | Haworth "Very Seminar Chair" Model No. SCM-44-3H | Leg base, stacking, with arms, Fabric Grade A            |
| Keyboard trays   | Workrite "Banana Board"                          | Available color  |
| Tack boards  | Haworth "Adaptable Components"                   | Grade B  |
| LED lighting   | (open)   |  |
| Steel center drawer  | Haworth Model No. SCD-19                         |  |
| Sit Stand Height Adjustable Base                               | ESI "Triumph" Model No. 2T-C40-30                | Silver Finish Color, Electronic adjustment controls      |
| <b>Free Standing Furniture – Executive Finish Line LEVEL 1</b> |  |  |
| Desks and returns  | Haworth "X Series"                               | Base: Variety of finishes<br>Tops: Wood Veneer           |
| Lateral files  | Haworth "X Series"                               | Available color, wood veneer face, aluminum pull         |
| Pedestals  | Haworth "X Series"                               | Available color, wood veneer face, aluminum pull         |
| Bookcases  | Haworth "X Series"                               | Available color  |
| Vertical storage units   | Haworth "X Series"                               | Available color  |
| Open shelves   | Haworth "Adaptable Components"                   | Available color  |
| Closed shelves   | Haworth "Adaptable Components"                   | Available color, wood veneer face                        |
| Task chairs (level 2)  | Haworth, "Fern" Model No. SFT-U0-4S02A           | Leather Grade 1, chrome base, w/ lumbar option           |
| Side chairs (level 2)  | Haworth "Zody" Model No. SZG-22-1                | Sled base, Fabric Grade B, chrome base                   |
| Keyboard trays   | Workrite "Banana Board"                          | Available color  |
| Tack boards  | Haworth "Unigroup Too"                           | Grade C  |
| LED lighting   | (open)   |  |
| Steel center drawer  | Haworth Model No. SCD-19                         |  |
| Sit Stand Height Adjustable Base                               | ESI "Triumph" Model No. 2T-C40-30                | Silver Finish Color, Electronic adjustment controls      |
| <b>Free Standing Furniture – Executive Finish Line LEVEL 2</b> |  |  |
| Desks and returns  | Haworth "Master Series"                          | Wood Finish  |
| Lateral files  | Haworth "Master Series"                          | Wood Finish  |
| Credenzas  | Haworth "Master Series"                          | Wood Finish  |
| Vertical storage units   | Haworth "Master Series"                          | Wood Finish  |

| Item   | Brand Name  | Detail  |
|--|---|---|
| Overhead storage   | Haworth "Master Series"                                     | Wood Finish   |
| Task chairs (level 3)  | Haworth, "Fern Executive Task Chair" Model No. SFT-U0-4S02A | Leather Grade 2 Seat and Back, chrome base, Include Optional Headrest, w/ lumbar option   |
| Side chairs (level 2)  | Haworth "Candor" Wood Frame Side Chairs Model No. 4045-00   | All available wood grains, Seat and back Leather Grade 2  |
| Keyboard trays   | Workrite "Banana Board"                                     | Available color   |
| LED lighting   | (open)  |   |
| Steel center drawer  | Haworth   |   |
| <b>Conference Room and Ancillary Areas – Tables and Chairs</b> |   |   |
| Conference Tables  | Haworth "Planes"  | Top: wood laminate or solid laminate<br>Base: Varies – See schedule.  |
| Training / Classrooms / Break Rooms                            | Haworth "Jive"  | Top: Wood or solid laminate.<br>Base: interior brushed aluminum legs  |
| Chairs (level 1)   | Haworth "Improv Side Chair" Model No. M600-2110             | Fabric Grade A Vinyl Fabric   |
| Chairs (level 2)   | Haworth "Very Wire Chair" Model No. SCS-44-3H               | Molded Plastic Seats w/ partial fabric on seat and back, (molded plastic in all available color choices in line. Grade A fabric on seat and back. |
| Chairs (level 3)   | Haworth "Very Seminar Chair" Model No. SCM-44-3H            | Including casters, Grade A  |
| Chairs (level 4)   | Haworth "Very Conference Chair" Model No. SCC-44-11         | Aluminum Base, Fabric Grade A   |
| Chairs (level 5)   | Haworth "Very Task Chair", Model No. SCT-20-1011            | Fixed Arms, Chrome base, Leather seat and back – Leather Grade 1  |
| Chairs (level 6)   | Haworth "Monaco Task Chair", Model No. SZT-22-723MA1        | Chrome base, Leather Grade 2  |
| Chairs (level 7)   | Haworth "Very Task Chair" Model No. SCT-20-4011             | Aluminum Base, Fabric Grade A, w/ lumbar option   |
| Chairs (stool) (level 8)                                       | Haworth "Improv Stool Chair" Model No. M2E1-1H42            | Aluminum Base, Fabric Grade A, w/ lumbar option   |

Furniture will be ordered in one of several different finish lines, as indicated in Exhibit B and in Form E, Price Proposal. Specifications for the different finish lines are as follows:

- Standard Finish Line: Laminate (HPL required) work surfaces, desks and returns laminate top, painted metal storage
- Executive Finish Line (level 1): Desks and returns wood veneer top and wood face drawers, painted metal storage
- Executive Finish Line (level 2): Solid wood work surfaces and cabinetry throughout
- Conference Tables: Laminate (HPL required) or wood tops as specified above

#### Environmental:

The City defines sustainability as meeting the needs of the present without compromising the ability of future generations to meet their needs. In keeping with the City's Sustainability Initiative, the new Municipal Court building will be built to LEED Silver standards. To that end, all manufacturers are encouraged to provide documentation demonstrating how their proposed products contribute to LEED-Commercial Interiors.

Following is a list of potential product certifications that Offerors may wish to consider providing. This list is not exhaustive

- Greenguard Certificates ([www.greenguard.org](http://www.greenguard.org))
- Cradle to Cradle Certification ([www.mbgdc.com](http://www.mbgdc.com))
- SCS Certified: The Indoor Advantage™ ([www.scs-certified.com](http://www.scs-certified.com))
- Recycled Content
- Sustainable Forestry Initiative (SFI Program) ([www.afandpa.com](http://www.afandpa.com))
- Chicago Climate Exchange (CCX ®) ([www.chicagoclimateexchange.com](http://www.chicagoclimateexchange.com))
- LEED Program ([www.usgbc.org](http://www.usgbc.org))



**LAS VEGAS  
CITY COUNCIL**

CAROLYN G. GOODMAN  
Mayor

STAVROS S. ANTHONY  
Mayor Pro-Tem

MICHELE FIORE

CEDRIC CREAR

BRIAN KNUDSEN

VICTORIA SEAMAN

OLIVIA DIAZ

JORGE CERVANTES  
City Manager

FINANCE  
SUSAN HELTSLEY  
DIRECTOR

**CITY HALL**  
495 S. MAIN ST.  
LAS VEGAS, NV 89101  
702.229.6011 | VOICE  
711 | TTY



cityoflasvegas  
lasvegasnevada.gov

July 6, 2022

*Sent this day via email*

Attn: Matthew Croswell  
Faciliteq NV, LLC  
1310 South 3<sup>rd</sup> Street  
Las Vegas, NV 89104  
mcroswell@faciliteq.com

RE: Renewal of Contract 200160-JL, Office Furniture for New Municipal Court

Dear Mr. Croswell:

The City has exercised its option to renew Contract 200160-JL, Office Furniture for New Municipal court, in accordance with Section A-3, Performance Period. This Contract is hereby extended to July 31, 2024, representing the first of two renewal options.

Your signature below will indicate your acknowledgement of the renewal of the Contract. All other terms and conditions of the Contract remain in effect. Please return a signed copy of this letter by email to phoffman@lasvegasnevada.gov.

If you have any questions, please contact Pam Hoffman, Contracts Specialist at (702) 229-6006 or phoffman@lasvegasnevada.gov.

Sincerely,

Tonya Kemble, Manager  
Purchasing and Contracts  
495 S. Main St., 4th Floor  
Las Vegas, NV 89101

  
Faciliteq NV, LLC  
Date

7/6/22

EXHIBIT B

Quote

Please see attached page(s).



1310 S 3rd St  
Las Vegas, NV 89104  
PH: (702) 795-8800 | FX: (702) 795-8838

Ship To:

CITY OF NORTH LAS VEGAS  
2250 LAS VEGAS BLVD. N.  
NORTH LAS VEGAS  
NV 89030

Contact: SCOTT KRUETH  
Phone: 702-303-0256

Sold To:

CITY OF NORTH LAS VEGAS  
2250 LAS VEGAS BLVD. N.  
NORTH LAS VEGAS

Contact: SCOTT KRUETH  
Phone: 702-303-0256

Purchase Info:

PO Number:  
Contract Number:  
Contract REV. Number: DEALER\_REVISION\_NUMBER

Sales Person:

CNLV CH 2ND FL ENGINEERING RECONFIG PROPOSAL

| Item | Qty. | Product   | Price    |          |
|------|------|---|----------|----------|
|      |      |   | Unit     | Extended |
| 1    | 0    | COMMENT<br>PLEASE MAKE PO OUT TO FACILITEQ NV, LLC- CONTRACT NO. 200160-JL<br><br>CITY OF LAS VEGAS<br>NO. 200160-JL                                  | \$0.00   | \$0.00   |
| 2    | 1    | BFM-1-B<br>Base Feed Module,Hardwire, 3 Cir,332<br><br>CNLV - ENGINEER<br>AREA A  | \$107.89 | \$107.89 |
| 3    | 1    | E2PC-30<br>90Deg Finish Post,Painted,32In.H,Full Hgt<br><br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br>CNLV - ENGINEER<br>AREA A  | \$33.72  | \$33.72  |
| 4    | 1    | E2PC-30-V<br>90Deg Finish Post,Painted,32In.H,Var Hgt<br><br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br>CNLV - ENGINEER<br>AREA A | \$40.13  | \$40.13  |

| Item | Qty. | Product  | Price                              |            |
|------|------|--|------------------------------------|------------|
|      |      |  | Unit                               | Extended   |
| 5    | 3    | <b>E2PC-62</b><br>90Deg Finish Post,Painted,64In.H,Full Hgt<br><br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br><br>CNLV - ENGINEER  | \$47.64<br><br><br><br><br>AREA A  | \$142.92   |
| 6    | 4    | <b>E2PS-62</b><br>UniGroup Too,180 Deg Finish Post,Ptd,64In H,Full Hgt<br><br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br><br>CNLV - ENGINEER                                   | \$39.87<br><br><br><br><br>AREA A  | \$159.48   |
| 7    | 5    | <b>HTB-4216</b><br>Places,Tackboard 42In. X 16In.<br><br>(W) Shimmer GRD B<br>,WS-7 Wet Grass GRD B<br><br>CNLV - ENGINEER   | \$136.80<br><br><br><br><br>AREA A | \$684.00   |
| 8    | 2    | <b>HTB-4816</b><br>Places,Tackboard 48In. X 16In.<br><br>(W) Shimmer GRD B<br>,WS-7 Wet Grass GRD B<br><br>CNLV - ENGINEER   | \$140.87<br><br><br><br><br>AREA A | \$281.74   |
| 9    | 3    | <b>HTB-6016</b><br>Places,Tackboard 60In. X 16In.<br><br>(W) Shimmer GRD B<br>,WS-7 Wet Grass GRD B<br><br>CNLV - ENGINEER   | \$148.99<br><br><br><br><br>AREA A | \$446.97   |
| 10   | 5    | <b>JLRD-0242-SJA</b><br>X Series,27.5"H x 42"W,Lateral File,File,Ptd Drawer Front,Inset,Ptd Lock Bar,Attached,J Pull,Glides<br><br>,TR-R Beige GRD A<br>,LR-BP Chrome GRD A<br><br>CNLV - ENGINEER | \$620.40<br><br><br><br><br>AREA A | \$3,102.00 |
| 11   | 5    | <b>JPAH-30-S2</b><br>X Series,Pedestal,Attached,B/B/F,30"D,PtdDrwFrt, Stl Lkrl,Radius Pull<br><br>,TR-R Beige GRD A<br>,TR-LE Metallic Silver GRD B<br>,LR-BP Chrome GRD A<br><br>CNLV - ENGINEER  | \$366.35<br><br><br><br><br>AREA A | \$1,831.75 |

**Quotation valid for 30 days from issue date, and subject to manufacturer price changes**



| Item | Qty. | Product  | Price    |            |
|------|------|--|----------|------------|
|      |      |  | Unit     | Extended   |
| 12   | 5    | <b>LSET-6</b><br>HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 6<br><br>,LX-BP      Chrome GRD A<br><br>CNLV - ENGINEER   | \$0.00   | \$0.00     |
|      |      |  | AREA A   | AREA A     |
| 13   | 7    | <b>LUTN-0031-19ULDN</b><br>Light, Task, LED,Adapt,31", Stand Alone,18 Watt,9' Cord<br><br>CNLV - ENGINEER  | \$130.46 | \$913.22   |
|      |      |  | AREA A   | AREA A     |
| 14   | 3    | <b>LUTN-0044-19ULDN</b><br>Light, Task, LED,Adapt,44", Stand Alone,18 Watt,9' Cord<br><br>CNLV - ENGINEER  | \$144.88 | \$434.64   |
|      |      |  | AREA A   | AREA A     |
| 15   | 1    | <b>PCF-3-B</b><br>Flexible Power Connector,3 Cir,332<br><br>CNLV - ENGINEER  | \$59.78  | \$59.78    |
|      |      |  | AREA A   | AREA A     |
| 16   | 5    | <b>PRD-3-B</b><br>Duplex Receptacles (Box Of 6),3 Cir,332,No ctrl<br><br>,TR-R      Beige GRD A<br><br>CNLV - ENGINEER   | \$63.57  | \$317.85   |
|      |      |  | AREA A   | AREA A     |
| 17   | 5    | <b>UEFS-1624-PML</b><br>PLACES,UniGroup,UniGroup Too,Upper Storage,24"W,Painted Front,Panel Mount,Hinge,Locking<br><br>,TR-R      Beige GRD A<br>,TR-R      Beige GRD A<br>,LR-BP      Chrome GRD A<br><br>CNLV - ENGINEER | \$282.46 | \$1,412.30 |
|      |      |  | AREA A   |            |
|      |      |  | AREA A   |            |
| 18   | 5    | <b>UEFS-1630-PML</b><br>PLACES,UniGroup,UniGroup Too,Upper Storage,30"W,Painted Front,Panel Mount,Hinge,Locking<br><br>,TR-R      Beige GRD A<br>,TR-R      Beige GRD A<br>,LR-BP      Chrome GRD A<br><br>CNLV - ENGINEER | \$295.12 | \$1,475.60 |
|      |      |  | AREA A   |            |
|      |      |  | AREA A   |            |

| Item | Qty. | Product  | Price                                      |            |
|------|------|--|--|------------|
|      |      |  | Unit                                       | Extended   |
| 19   | 5    | <b>UEFS-1642-PML</b><br>PLACES,UniGroup,UniGroup Too,Upper Storage,42"W,Painted Front,Panel Mount,Hinge,Locking<br><br>,TR-R      Beige GRD A<br>,TR-R      Beige GRD A<br>,LR-BP      Chrome GRD A<br><br>CNLV - ENGINEER | \$320.44<br><br><br><br><br><br><br>AREA A | \$1,602.20 |
| 20   | 2    | <b>UEFS-1648-PML</b><br>PLACES,UniGroup,UniGroup Too,Upper Storage,48"W,Painted Front,Panel Mount,Hinge,Locking<br><br>,TR-R      Beige GRD A<br>,TR-R      Beige GRD A<br>,LR-BP      Chrome GRD A<br><br>CNLV - ENGINEER | \$333.10<br><br><br><br><br><br><br>AREA A | \$666.20   |
| 21   | 3    | <b>UEFS-1660-PML</b><br>PLACES,UniGroup,UniGroup Too,Upper Storage,60"W,Painted Front,Panel Mount,Hinge,Locking<br><br>,TR-R      Beige GRD A<br>,TR-R      Beige GRD A<br>,LR-BP      Chrome GRD A<br><br>CNLV - ENGINEER | \$387.49<br><br><br><br><br><br><br>AREA A | \$1,162.47 |
| 22   | 2    | <b>WURA-2484-LJSA</b><br>Worksurface, Rect,24Dx84W,Lam,Edgeband,Std Core,Notched<br><br>,H-KA      Brazilwood GRD B<br>,HP-KA      Brazilwood GRD A<br><br>CNLV - ENGINEER   | \$243.66<br><br><br><br><br><br><br>AREA A | \$487.32   |
| 23   | 3    | <b>WURA-2496-LJSA</b><br>Worksurface, Rect,24Dx96W,Lam,Edgeband,Std Core,Notched<br><br>,H-KA      Brazilwood GRD B<br>,HP-KA      Brazilwood GRD A<br><br>CNLV - ENGINEER   | \$271.65<br><br><br><br><br><br><br>AREA A | \$814.95   |
| 24   | 2    | <b>WURA-3048-LJSA</b><br>Worksurface, Rect,30Dx48W,Lam,Edgeband,Std Core,Notched<br><br>,H-KA      Brazilwood GRD B<br>,HP-KA      Brazilwood GRD A<br><br>CNLV - ENGINEER   | \$187.64<br><br><br><br><br><br><br>AREA A | \$375.28   |

| Item | Qty. | Product   | Price    |            |
|------|------|---|----------|------------|
|      |      |   | Unit     | Extended   |
| 25   | 8    | <b>WURA-3060-LJSA</b><br>Worksurface, Rect,30Dx60W,Lam,Edgeband,Std Core,Notched<br><br>, H-KA      Brazilwood GRD B<br>, HP-KA      Brazilwood GRD A<br><br>CNLV - ENGINEER      | \$218.15 | \$1,745.20 |
|      |      |   | AREA A   | AREA A     |
| 26   | 5    | <b>WURS-2442-LJSA</b><br>Worksurface,Rect Swell,24Dx42W,Lam,Edgeband,Std Core,Notched<br><br>, H-KA      Brazilwood GRD B<br>, HP-KA      Brazilwood GRD A<br><br>CNLV - ENGINEER | \$159.31 | \$796.55   |
|      |      |   | AREA A   | AREA A     |
| 27   | 4    | <b>ZEBA-0000-PL</b><br>Bracket,Side,For Unigroup/Too/Places,LH<br><br><br>CNLV - ENGINEER   | \$7.74   | \$30.96    |
|      |      |   | AREA A   | AREA A     |
| 28   | 5    | <b>ZEBA-0000-PR</b><br>Bracket,Side,For Unigroup/Too/Places,RH<br><br><br>CNLV - ENGINEER   | \$7.74   | \$38.70    |
|      |      |   | AREA A   | AREA A     |
| 29   | 3    | <b>ZEBD-1600-PL</b><br>Unigroup/Too/Places,Cntlvr Brkt,Standard,16.5In.D,LH<br><br><br>CNLV - ENGINEER  | \$24.83  | \$74.49    |
|      |      |   | AREA A   | AREA A     |
| 30   | 18   | <b>ZEBD-1600-PP</b><br>Unigroup/Too/Places,Cntlvr Brkt,Standard,16.5In.D,BH<br><br><br>CNLV - ENGINEER  | \$40.79  | \$734.22   |
|      |      |   | AREA A   | AREA A     |
| 31   | 5    | <b>ZZFD-2400-PNFF</b><br>Compose Worksurface Dbl Support Leg,Steel,24In.D<br><br>, TR-R      Beige, GRADE A<br><br>CNLV - ENGINEER  | \$150.19 | \$750.95   |
|      |      |   | AREA A   | AREA A     |

| Item | Qty. | Product  | Price    |            |
|------|------|--|----------|------------|
|      |      |  | Unit     | Extended   |
| 32   | 1    | <b>E2MP-230-B</b><br>Mono Panel,Sq Top Cap,3 Cir,332,24In.Wx32In.H,Base Trim   | \$334.34 | \$334.34   |
|      |      | (C1) Striae GRD A<br>,C1-AE Ray GRD A<br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A | 2432CP   |            |
|      |      | CNLV - ENGINEER  | AREA A   |            |
| 33   | 1    | <b>E2MN-230-B</b><br>Mono Panel,Sq Top Cap,No-Pwr,24In.Wx32In.H,Base Trim  | \$221.58 | \$221.58   |
|      |      | (C1) Striae GRD A<br>,C1-AE Ray GRD A<br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A | 2432EN   |            |
|      |      | CNLV - ENGINEER  | AREA A   |            |
| 34   | 12   | <b>E2MP-262-B</b><br>Mono Panel,Sq Top Cap,3 Cir,332,24In.Wx64In.H,Base Trim   | \$407.62 | \$4,891.44 |
|      |      | (C1) Striae GRD A<br>,C1-AE Ray GRD A<br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A | 2464AP   |            |
|      |      | CNLV - ENGINEER  | AREA A   |            |
| 35   | 4    | <b>E2MN-262-B</b><br>Mono Panel,Sq Top Cap,No-Pwr,24In.Wx64In.H,Base Trim  | \$294.86 | \$1,179.44 |
|      |      | (C1) Striae GRD A<br>,C1-AE Ray GRD A<br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A | 2464BN   |            |
|      |      | CNLV - ENGINEER  | AREA A   |            |

| Item | Qty. | Product  | Price  |            |
|------|------|--|--|------------|
|      |      |  | Unit   | Extended   |
| 36   | 2    | <b>E2MP-3030-B</b><br>Mono Panel,Sq Top Cap,3 Cir,332,30In.WxX 32In.H,Base Trim<br><br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br><br>CNLV - ENGINEER | \$348.79<br><br><br>3032CP<br><br><br><br>AREA A | \$697.58   |
| 37   | 3    | <b>E2MP-3062-B</b><br>Mono Panel,Sq Top Cap,3 Cir,332,30In.WxX 64In.H,Base Trim<br><br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br><br>CNLV - ENGINEER | \$435.51<br><br><br>3064AP<br><br><br><br>AREA A | \$1,306.53 |
| 38   | 5    | <b>E2MN-3062-B</b><br>Mono Panel,Sq Top Cap,No-Pwr,30In.WxX 64In.H,Base Trim<br><br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br><br>CNLV - ENGINEER    | \$322.75<br><br><br>3064BN<br><br><br><br>AREA A | \$1,613.75 |
| 39   | 1    | <b>E2MP-330-B</b><br>Mono Panel,Sq Top Cap,3 Cir,332,36In.WxX 32In.H,Base Trim<br><br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br><br>CNLV - ENGINEER  | \$363.23<br><br><br>3632CP<br><br><br><br>AREA A | \$363.23   |

| Item | Qty. | Product   | Price  |            |
|------|------|---|--|------------|
|      |      |   | Unit   | Extended   |
| 40   | 9    | <b>E2MP-362-B</b><br>Mono Panel,Sq Top Cap,3 Cir,332,36In.WxX 64In.H,Base Trim<br><br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br><br>CNLV - ENGINEER | \$463.39<br><br><br>3664AP<br><br><br><br>AREA A | \$4,170.51 |
| 41   | 3    | <b>E2MP-4262-B</b><br>Mono Panel,Sq Top Cap,3 Cir,332,42In.Wx64In.H,Base Trim<br><br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br><br>CNLV - ENGINEER  | \$491.28<br><br><br>4264AP<br><br><br><br>AREA A | \$1,473.84 |
| 42   | 3    | <b>E2MP-462-B</b><br>Mono Panel,Sq Top Cap,3 Cir,332,48In.Wx64In.H,Base Trim<br><br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br><br>CNLV - ENGINEER   | \$519.16<br><br><br>4864AP<br><br><br><br>AREA A | \$1,557.48 |
| 43   | 3    | <b>E2PC-62</b><br>90Deg Finish Post,Painted,64In.H,Full Hgt<br><br>,TR-R Beige, GRADE A<br>,TR-R Beige, GRADE A<br>,TR-R Beige, GRADE A<br><br>CNLV - ENGINEER  | \$47.64<br><br><br>AREA B<br><br>AREA B          | \$142.92   |
| 44   | 1    | <b>PRD-3-B</b><br>Duplex Receptacles (Box Of 6),3 Cir,332,No ctrl<br><br>,TR-R Beige, GRADE A<br><br>CNLV - ENGINEER  | \$63.57<br><br><br>AREA B<br><br>AREA B          | \$63.57    |

| Item | Qty. | Product  | Price    |            |
|------|------|--|----------|------------|
|      |      |  | Unit     | Extended   |
| 45   | 2    | <b>E2MN-262-B</b><br>Mono Panel,Sq Top Cap,No-Pwr,24In.Wx64In.H,Base Trim      | \$294.86 | \$589.72   |
|      |      | (C1) Striae  |          |            |
|      |      | ,C1-AE Striae - Ray, GRADE A   |          |            |
|      |      | (C1) Striae  | 2464BN   |            |
|      |      | ,C1-AE Striae - Ray, GRADE A   |          |            |
|      |      | ,TR-R Beige, GRADE A   |          |            |
|      |      | ,TR-R Beige, GRADE A   |          |            |
|      |      | CNLV - ENGINEER  | AREA B   |            |
| 46   | 2    | <b>E2MP-362-B</b><br>Mono Panel,Sq Top Cap,3 Cir,332,36In.WxX 64In.H,Base Trim | \$463.39 | \$926.78   |
|      |      | (C1) Striae  |          |            |
|      |      | ,C1-AE Striae - Ray, GRADE A   |          |            |
|      |      | (C1) Striae  | 3664AP   |            |
|      |      | ,C1-AE Striae - Ray, GRADE A   |          |            |
|      |      | ,TR-R Beige, GRADE A   |          |            |
|      |      | ,TR-R Beige, GRADE A   |          |            |
|      |      | CNLV - ENGINEER  | AREA B   |            |
| 47   | 2    | <b>E2MP-562-B</b><br>Mono Panel,Sq Top Cap,3 Cir,332,60In.WxX 64In.H,Base Trim | \$574.93 | \$1,149.86 |
|      |      | (C1) Striae  |          |            |
|      |      | ,C1-AE Striae - Ray, GRADE A   |          |            |
|      |      | (C1) Striae  | 6064AP   |            |
|      |      | ,C1-AE Striae - Ray, GRADE A   |          |            |
|      |      | ,TR-R Beige, GRADE A   |          |            |
|      |      | ,TR-R Beige, GRADE A   |          |            |
|      |      | CNLV - ENGINEER  | AREA B   |            |
| 48   | 4    | <b>E2PS-62</b><br>UniGroup Too,180 Deg Finish Post,Ptd,64In H,Full Hgt         | \$39.87  | \$159.48   |
|      |      | ,TR-R Beige GRD A  |          |            |
|      |      | ,TR-R Beige GRD A  |          |            |
|      |      | ,TR-R Beige GRD A  | AREA C   |            |
|      |      | CNLV - ENGINEER  | AREA C   |            |
| 49   | 1    | <b>HTB-2416</b><br>Places,Tackboard 24In. X 16In.                              | \$124.62 | \$124.62   |
|      |      | (WS) Shimmer GRD B   |          |            |
|      |      | ,WS-7 Wet Grass GRD B  |          |            |
|      |      | CNLV - ENGINEER  | AREA C   | AREA C     |

| Item | Qty. | Product  | Price    |            |
|------|------|--|----------|------------|
|      |      |  | Unit     | Extended   |
| 50   | 3    | <b>HTB-4216</b><br>Places,Tackboard 42In. X 16In.<br><br>(WS) Shimmer GRD B<br>,WS-7 Wet Grass GRD B<br><br>CNLV - ENGINEER  | \$136.80 | \$410.40   |
|      |      |  | AREA C   | AREA C     |
| 51   | 2    | <b>HTB-6016</b><br>Places,Tackboard 60In. X 16In.<br><br>(WS) Shimmer GRD B<br>,WS-7 Wet Grass GRD B<br><br>CNLV - ENGINEER  | \$148.99 | \$297.98   |
|      |      |  | AREA C   | AREA C     |
| 52   | 4    | <b>JLRD-0242-SJA</b><br>X Series,27.5"H x 42"W,Lateral File,File,Ptd Drawer Front,Inset,Ptd Lock Bar,Attached,J Pull,Glides<br><br>,TR-R Beige GRD A<br>,LR-BP Chrome GRD A<br><br>CNLV - ENGINEER | \$620.40 | \$2,481.60 |
|      |      |  | AREA C   | AREA C     |
| 53   | 1    | <b>JPAH-30-S2</b><br>X Series,Pedestal,Attached,B/B/F,30"D,PtdDrwFrt, Stl Lkrl,Radius Pull<br><br>,TR-R Beige GRD A<br>,TR-LE Metallic Silver GRD B<br>,LR-BP Chrome GRD A<br><br>CNLV - ENGINEER  | \$366.35 | \$366.35   |
|      |      |  | AREA C   | AREA C     |
| 54   | 1    | <b>CSET-5</b><br>Lock Plug & Key Set, (5-lock plugs/5-keys)<br><br>,LR-BP Chrome GRD A   | \$23.17  | \$23.17    |
| 55   | 1    | <b>CSET-6</b><br>Lock Plug & Key Set, (6-lock plugs/6-keys)<br><br>,LR-BP Chrome GRD A   | \$27.81  | \$27.81    |
| 56   | 4    | <b>CSET-7</b><br>Lock Plug & Key Set, (7-lock plugs/7-keys)<br><br>,LR-BP Chrome GRD A   | \$32.44  | \$129.76   |



| Item | Qty. | Product  | Price    |            |
|------|------|--|----------|------------|
|      |      |  | Unit     | Extended   |
| 57   | 4    | <b>LUTN-0017-19ULDN</b><br>Light, Task, LED,Adapt,17", Stand Alone,18 Watt,9' Cord   | \$114.93 | \$459.72   |
|      |      | CNLV - ENGINEER  | AREA C   | AREA C     |
| 58   | 1    | <b>PRD-3-B</b><br>Duplex Receptacles (Box Of 6),3 Cir,332,No ctrl<br><br>,TR-R Beige GRD A   | \$63.57  | \$63.57    |
|      |      | CNLV - ENGINEER  | AREA C   | AREA C     |
| 59   | 6    | <b>UEFS-1624-PML</b><br>PLACES,UniGroup,UniGroup Too,Upper Storage,24"W,Painted Front,Panel Mount,Hinge,Locking<br><br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br>,LR-BP Chrome GRD A | \$282.46 | \$1,694.76 |
|      |      | CNLV - ENGINEER  | AREA C   | AREA C     |
| 60   | 3    | <b>UEFS-1642-PML</b><br>PLACES,UniGroup,UniGroup Too,Upper Storage,42"W,Painted Front,Panel Mount,Hinge,Locking<br><br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br>,LR-BP Chrome GRD A | \$320.44 | \$961.32   |
|      |      | CNLV - ENGINEER  | AREA C   | AREA C     |
| 61   | 3    | <b>WURA-2496-LJSA</b><br>Worksurface, Rect,24Dx96W,Lam,Edgeband,Std Core,Notched<br><br>,H-KA Brazilwood GRD B<br>,HP-KA Brazilwood GRD A  | \$271.65 | \$814.95   |
|      |      | CNLV - ENGINEER  | AREA C   | AREA C     |
| 62   | 1    | <b>WURA-3024-LJSA</b><br>Worksurface, Rect,30Dx24W,Lam,Edgeband,Std Core,Notched<br><br>,H-KA Brazilwood GRD B<br>,HP-KA Brazilwood GRD A  | \$113.50 | \$113.50   |
|      |      | CNLV - ENGINEER  | AREA C   | AREA C     |
| 63   | 5    | <b>WURS-2442-LJSA</b><br>Worksurface,Rect Swell,24Dx42W,Lam,Edgeband,Std Core,Notched<br><br>,H-KA Brazilwood GRD B<br>,HP-KA Brazilwood GRD A                                       | \$159.31 | \$796.55   |
|      |      | CNLV - ENGINEER  | AREA C   | AREA C     |

| Item            | Qty. | Product  | Price    |            |
|-----------------|------|--|----------|------------|
|                 |      |  | Unit     | Extended   |
| 64              | 4    | <b>ZEBA-0000-PL</b><br>Bracket,Side,For Unigroup/Too/Places,LH   | \$7.74   | \$30.96    |
| CNLV - ENGINEER |      |  | AREA C   | AREA C     |
| 65              | 5    | <b>ZEBA-0000-PR</b><br>Bracket,Side,For Unigroup/Too/Places,RH   | \$7.74   | \$38.70    |
| CNLV - ENGINEER |      |  | AREA C   | AREA C     |
| 66              | 9    | <b>ZEBD-1600-PP</b><br>Unigroup/Too/Places,Cntlv Brkt,Standard,16.5In.D,BH   | \$40.79  | \$367.11   |
| CNLV - ENGINEER |      |  | AREA C   | AREA C     |
| 67              | 2    | <b>ZUBF-0000-PN</b><br>Flush Mount Plate   | \$8.96   | \$17.92    |
| CNLV - ENGINEER |      |  | AREA C   | AREA C     |
| 68              | 4    | <b>ZZFD-2400-PNFF</b><br>Compose Worksurface Dbl Support Leg,Steel,24In.D<br><br>,TR-R Beige, GRADE A  | \$150.19 | \$600.76   |
| CNLV - ENGINEER |      |  | AREA C   | AREA C     |
| 69              | 8    | <b>E2MP-262-B</b><br>Mono Panel,Sq Top Cap,3 Cir,332,24In.Wx64In.H,Base Trim<br><br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A | \$407.62 | \$3,260.96 |
| CNLV - ENGINEER |      |  | 2464AP   | AREA C     |

| Item | Qty. | Product   | Price                      |            |
|------|------|---|----------------------------|------------|
|      |      |   | Unit                       | Extended   |
| 70   | 1    | <b>E2MN-262-B</b><br>Mono Panel,Sq Top Cap,No-Pwr,24In.Wx64In.H,Base Trim<br><br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br><br>CNLV - ENGINEER  | \$294.86<br><br><br>2464BN | \$294.86   |
|      |      | AREA C  |                            |            |
| 71   | 3    | <b>E2MP-4262-B</b><br>Mono Panel,Sq Top Cap,3 Cir,332,42In.Wx64In.H,Base Trim<br><br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>(C1) Striae GRD A<br>,C1-AE Ray GRD A<br>,TR-R Beige GRD A<br>,TR-R Beige GRD A<br><br>CNLV - ENGINEER  | \$491.28<br><br><br>4264AP | \$1,473.84 |
|      |      | AREA C  |                            |            |
| 72   | 8    | <b>DESIGN</b><br>DESIGN PROGRAMMING<br><br>DESIGN PROGRAMMING, PRODUCT ANALYSIS AND<br>SPECIFICATION & INSTALLATION DOCUMENTATION<br><br>CNLV - ENGINEER  | \$69.00                    | \$552.00   |
| 73   | 128  | <b>LABOR</b><br>INSTALLATION LABOR- NORMAL HOURS<br><br>LABOR TO RECEIVE, DELIVER & RECONFIGURE (4) STATIONS<br>INTO (6) STATIONS, PARTIAL<br>DEMO & REBUILD OF (2) STATIONS TO ADD TALL PANELS<br>ALONG FRONTS AND INSTALL<br>(5) NEW STATIONS PER PLAN DURING NORMAL BUSINESS<br>HOURS. STORE EXCESS ON SITE<br>AS DIRECTED.<br><br>CNLV - ENGINEER | \$45.00                    | \$5,760.00 |

| Item | Qty. | Product | Price |          |
|------|------|---------|-------|----------|
|      |      |         | Unit  | Extended |

**Total: \$62,728.70**



FACIL-2

OP ID: JQ

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2023

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<br>Assurance, Ltd.<br>5740 S. Arville Ste 204<br>Las Vegas, NV 89118<br>David H. Lee | 702-252-6837 | CONTACT NAME: Michelle Winklepleck<br>PHONE (A/C, No, Ext): 702-252-6837<br>FAX (A/C, No): 702-238-7137<br>E-MAIL ADDRESS: MWinklepleck@assuranceltd.com |
| INSURER(S) AFFORDING COVERAGE   |              | NAIC #   |
| INSURER A: Sentinel Insurance Co A+ XV  |              | 11000  |
| INSURER B: Hartford Accident & Indem.   |              | 22357  |
| INSURER C: Insurance Company of the West  |              | 27847  |
| INSURER D:  |              |  |
| INSURER E:  |              |  |
| INSURER F:  |              |  |

|  |  |
|--|--|
| INSURED<br>Faciliteq NV, LLC; Faciliteq AZ LLC<br>All In Installations LLC; Kenavo LLC<br>NMH Holdings LLC; Faciliteq AI LLC<br>Co-Operate On LLC; Faciliteq Business Interiors<br>Co-OperateON at Blackfire<br>626 S. 3rd St., Suite 300<br>Las Vegas, NV 89101 |  |
|--|--|

## 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |   |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> -0- deductible<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | X         | X        | 53SBAAF2479   | 10/01/2023              | 10/01/2024              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Emp Ben. \$ 1,000,000 |   |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   | X         | X        | 53UECHC1515   | 10/01/2023              | 10/01/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Liab Ded \$ 0   |   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  | X         |          | 53SBAAF2479   | 10/01/2023              | 10/01/2024              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000   |   |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>Y  | N/A      | X             | WLV505089704            | 09/29/2023              | 09/29/2024   | <input checked="" type="checkbox"/> PER STATUTE<br>OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A        | Equipment   |           |          | 53SBAAF2479   | 10/01/2023              | 10/01/2024              | Rented Equipment \$ 50,000   |   |

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

Contract #200160-JL. City of North Las Vegas, its officers, and employees are additional insureds with regards to general liability, including waiver of subrogation per attached form SS0008 04/05, and additional insured with regards to auto liability, including waiver of subrogation per attached form HA9916 12/21, and waiver of subrogation applies to Nevada ..cont..

## CERTIFICATE HOLDER

## CANCELLATION

|  |   |
|--|---|
| CINLV-1<br><br>City of North Las Vegas<br>2250 Las Vegas Blvd N<br>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.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|



**NOTEPAD:**

HOLDER CODE **CINLV-1**  
INSURED'S NAME **Faciliteq NV, LLC; Faciliteq AZ LLC**

**FACIL-2**  
**OP ID: JQ**

PAGE **2**  
Date **11/10/2023**

workers compensation per attached form WC000313, all forms are as required  
by written contract, subject to policy terms, conditions & exclusions.