

## **PRINTING OF UTILITY BILLS AND ENVELOPES SERVICES AGREEMENT**

This Printing of Utility Bills and Envelopes Services Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and American Printing, a Nevada corporation (“Provider”).

### **WITNESSETH:**

WHEREAS, the City requires secure services for printing bills and envelopes on a monthly basis for the City’s Utilities Department, as described in the Annual Printing of Utility Bills, Envelopes Bid B-1722 (“Invitation to Bid”), attached hereto as Exhibit A and incorporated herein by reference (“Services”); and

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

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

### **SECTION ONE SCOPE OF SERVICES**

Provider shall perform the Services in accordance with Exhibit A, Provider’s Bid, incorporated herein and attached as Exhibit B, and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

### **SECTION TWO TERM**

This Agreement shall commence on July 1, 2024 and will continue to be in effect for three (3) years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager or her designee, may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider.

### **SECTION THREE COMPENSATION**

Provider will provide the Services in the amount not to exceed \$112,970.00, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice,

provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is One Hundred Twelve Thousand, Nine Hundred Seventy Dollars and 00/100 (\$112,970.00). The total not to exceed amount of this Agreement is Five Hundred Sixty-Four Thousand, Eight Hundred Fifty Dollars and 00/100 (\$564,850.00). The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

#### **SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES**

4.1. This Agreement may be terminated, in whole or in part, for convenience by the City, through its City Manager, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

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

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

#### **SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES**

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

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

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

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

## **SECTION SIX INDEMNIFICATION**

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

## **SECTION SEVEN INDEPENDENT CONTRACTOR**

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

## **SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION**

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

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee,

agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

## **SECTION NINE INSURANCE**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

9.1.5.8.3. 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.

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

9.1.7. 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.

## **SECTION TEN NOTICES**

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas  
Attention: Joy Yoshida  
2250 Las Vegas Blvd., North, Suite 820  
North Las Vegas, NV 89030  
Phone: 702-633-1745

To Provider: American Printing  
Attention: Brenda Fischbach  
1512 Fremont Street  
Las Vegas, NV 89101  
Phone: 702-384-3821  
Email: [brenda@americanprintinglv.com](mailto:brenda@americanprintinglv.com)

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

## **SECTION ELEVEN SAFETY**

11.1. 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.

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

## **SECTION TWELVE ENTIRE AGREEMENT**

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

## **SECTION THIRTEEN MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.19. 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 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

City of North Las Vegas,  
a Nevada municipal corporation

American Printing,  
a Nevada corporation

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

By: Brenda Frickbach  
Name: Brenda Frickbach  
Title: Manager

Attest:

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

Approved as to form:

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

EXHIBIT A

Invitation to Bid – BID B-1722

Please see the attached page(s).

Mayor  
**Pamela A. Goynes-Brown**

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

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



**Finance Department**  
**Purchasing Department**  
2250 Las Vegas Boulevard, North · Suite #820 · North Las Vegas, Nevada 89030  
Telephone: (702) 633-1745 · Fax: (702) 399-8426 · TDD: (800) 326-6868  
[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

**March 18, 2024**

**CITY OF NORTH LAS VEGAS**  
**INVITATION TO BID**  
**BID B-1722 Annual Printing of Utility Bills, Envelopes**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at [www.ngemnva.com](http://www.ngemnva.com) until **April 8, 2024 at 1:00 P.M. local time** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone# 470-616-0563, Meeting Pin# 203 832 127# on the Bid Due Date.**

An optional Pre-Bid Meeting will be held on **March 25, 2024 at 9:30 a.m. local time** via Google Meet conference call, Telephone # 302-440-4665, Meeting Pin# 295 466 126#. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns. Any and all questions asked during the Pre-Bid meeting must be submitted in writing either via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Buyer, at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com). The cut-off time for all questions is **April 1, 2024, at 12:00 p.m. local time**. All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

Bid documents may be accessed on NGEM or on the City of North Las Vegas (City) Purchasing Web Page (listed above). The City reserves the right to reject any and all Bids, waive any informality or technicality, or to otherwise accept Bids deemed in the best interest of the City. Capitalized terms contained in this Invitation to Bid are defined in the Definitions section on page 10.

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Marie Leake  
Procurement Manager

Published in the Las Vegas Review Journal  
(March 18, 2024)

**CITY OF NORTH LAS VEGAS INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes**

**1. PUBLIC RECORDS:**

The Bid documents and all Bids submitted in response thereto are public records. You are cautioned not to put any material into the Bid that is proprietary in nature. The City is a public agency under state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records, including this Invitation to Bid, are public records which are subject to inspection and copying by any person, unless declared by law to be confidential.

**2. PERFORMANCE OF WORK:**

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

**3. FORM OF CONTRACT:**

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

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

Bids must be submitted online through the Nevada Government eMarketplace (NGEM). NGEM is an electronic bidding system used by a consortium of local government entities in Nevada for supplier registration and the submission of electronic bids and proposals. NGEM is available at [www.ngemnvt.com](http://www.ngemnvt.com). There is no cost for any Respondent to use NGEM, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Bids must be submitted on NGEM no later than the Bid Due Date and time. NGEM's server clock will govern time of submittal.

**5. EXPLANATION TO RESPONDENT:**

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

**6. METHOD OF EVALUATION AND AWARD OPTIONS:**

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

**7. ASSIGNMENT OF CONTRACTUAL RIGHTS:**

It is agreed that the Contract must not be assigned, transferred, conveyed, or otherwise disposed



of by either party in any manner, unless approved in writing by the other party or unless otherwise allowed pursuant to NRS 332.095(2). The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

**8. CONDITIONS OF BID SUBMITTAL:**

- (a) The Bid must be signed by a duly authorized official of the proposing firm or company submitting the Bid.
- (b) No Bid will be accepted from any person, firm, or company that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) No Bid will be accepted from any person, firm, or company if that person, firm, or company or any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Bid to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Bids shall be prepared in a comprehensive manner as to content. Neither expensive binders nor promotional material are necessary or required.

**9. BID PROTESTS:**

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

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

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

**10. LICENSES:**

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

**11. PUBLIC OPENING:**

Bids received will be opened and the name of the Respondent's company will be read via conference call at the time and place indicated in the Bid documents. Respondents, their authorized agents, and the public are invited to call in. No responsibility will attach to any City

official or employee for the pre-opening of, or the failure to open, a Bid not properly addressed or identified.

**12. TERM OF THE CONTRACT:**

The Contract shall begin on July 1, 2024 and have an initial term of three years. If the City determines, in its sole discretion, that Respondent has satisfactorily performed its obligations under the Agreement, the City Manager or his/her designee, may extend the Term for up to two (2) additional one year period(s) upon written notice to the Provider.

**13. INSURANCE:**

Prior to the commencement of the Contract, the successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will (i) waive subrogation against the City, its officers, agents, servants, and employees; (ii) will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required; (iii) will include or be endorsed to cover the Respondent's contractual liability to the City; and (iv) disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000.00 without the City's written approval. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after 30 days' written notice has been given to, and approved in writing by, the City Attorney or the City Risk Manager.

The policy shall provide the following minimum limits:

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

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

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

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

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

**ADDITIONAL INSURED STATUS:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Respondent 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 Respondent's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**PRIMARY COVERAGE:** For any claims related to this contract, the Respondent'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 Respondent's insurance and shall not contribute with it.

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

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

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

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

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

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

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

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

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

VERIFICATION OF COVERAGE: Respondent 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 Respondent'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.

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.

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

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

**14. INDEMNITY:**

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

**15. PROVISIONS PROVIDED BY LAW:**

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

**16. ADDENDA INTERPRETATIONS:**

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

**17. CANCELLATION OF CONTRACT:**

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

**18. TERMINATION FOR CONVENIENCE:**

The City, through its City Manager or his/her designee, shall have the right at any time to terminate

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

**19. TAXES:**

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

**20. EXCEPTIONS:**

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

**21. FISCAL FUNDING OUT:**

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

**22. LIMITATION OF FUNDING:**

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

**23. ESCALATION:**

Prices may not be increased during the first three year term ("Initial Term"). The prices submitted in your Bid must remain firm throughout the Initial Term of the contract. Any intended escalation for the possible extensions must be included in the Respondent's Bid. If escalations are not included for the possible extensions, the price for the Initial Term will apply for each possible extension unless otherwise permitted by the City.

**24. AUDIT OF RECORDS:**

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

(b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Bid at any time

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

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

**25. INDEPENDENT CONTRACTOR:**

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

**26. COMPANY PERSONNEL:**

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

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

**27. KEY PERSONNEL:**

The City designates Joy Yoshida, Buyer, as the responsible party for managing this Bid Advertisement. She can be reached at 702-633-1745 or at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com) and is available Monday through Thursday from 7:00 am to 4:30 pm.

The City also designates Lectisia Romero, Utilities Financial Manager, as the project manager for this service. She can be contacted at 702-633-2674 or at [romerol@cityofnorthlasvegas.com](mailto:romerol@cityofnorthlasvegas.com) and is available Monday through Thursday from 8am to 6pm.

The cutoff date for any questions regarding this is **April 1, 2024, at 12:00 p.m. Local Time**. **Any questions submitted beyond this cut off time will not be answered.**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes**

**DEFINITIONS**

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

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

**City** - the City of North Las Vegas.

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

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

**City Council** - the legislative body that governs the city.

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

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

**City Staff** - any person currently employed by the City.

**Contract** – the written agreement between the City and the Respondent selected by the City as having the lowest responsive and responsible Bid deemed to be in the City's best interest, as approved by City Council and fully executed by the parties.

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

**Key Personnel** - defined City employees listed in Paragraph 27.

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

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

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

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



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

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

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

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes**

**SCOPE OF WORK**

**1. Scope of Work:**

The City of North Las Vegas intends to award a contract to perform the printing of the utility bill stock, return envelopes, and mailing envelopes. In addition, the City's Utility Department does not have the space to hold a large supply of printing paper, but desires to buy the paper and envelope stock in bulk and have the vendor manage the inventory in a climate-controlled area. The City of North Las Vegas will request releases on an as needed basis (typically monthly). Contract requires vendor be a commercial printer using onsite offset presses, providing a single point of contact. Print Brokers are not eligible, and digital machines are not acceptable for this project.

**2. Utility Billing Equipment:**

The City of North Las Vegas uses the DI 2000 Inserting System and Riso 3010 printers. The utility bills, return envelopes and mailing envelopes that the supplier will provide must perform flawlessly in these units. Prior to awarding the contract, the apparent lowest, responsive, responsible vendor will be given a "trial" order so the City may see how their bills perform in the equipment. If the awarded vendor's trial does not meet the requirements and or/jams in our equipment, the City may go to the next low bid, until the City finds a supplier that meets their requirements.

**3. Pre-Award meeting:**

Upon "Recommendation of Award" and prior to awarding the contract, the apparent lowest, responsive, responsible vendor will be contacted and required to meet with representative(s) of the Utility department. At this meeting the Respondent can ask final questions in preparation of the printing of the testing bills and envelopes that will be used to determine the items you provided in the bid pricing meets the specifications requested and runs successfully, without errors prior to the actual award of the contract.

**4. Contractor Responsibilities:**

Method of evaluation and award of Contract will be conducted by City personnel. The City will award this Bid to the Respondent(s) that submits the lowest responsive and responsible Bid deemed to be in the City's best interest. The City will also consider references / referrals of the Respondent by other City entities, as well as Government and Corporate Organizations. During the contract period, performance evaluations will take place. If the City finds issues that need to be resolved, verbal contact, written verbal contact, last letter of concerns may be issued by the City.

This page defines the specifications for the Billing Statements, Utility Billing Envelopes (outer) and the Utility Billing Envelopes (return).

Item Number 1 – **Billing Statement Specifications:**

- ✓ 8.5" x 11" 24# Print Works, White, 92 bright, printed 1/1
- ✓ One color in black ink single sided document
- ✓ Use of Offset Presses Required
- ✓ Digital Machines are not acceptable for this project
- ✓ Micro perforated at 3-3/4" horizontal on 8-1/2"
- ✓ Utility Bills are processed on an Inkjet Printer and machine folded
- ✓ Packaging shall be in boxes of 2,500; shrink wrapped with chip board in lots of 500

Item Number 2 – **Utility Billing Envelope-Outer:**

- ✓ #10 Poly window envelope 24# - Reverse Flap – Conversion Envelope
- ✓ Printed 1/0 Black ink
- ✓ Machinable - Rated for high-speed insertion with Reverse Flap
- ✓ Window size 4-1/2" x 1-1/8" – Non-standard/special window position
- ✓ Packaged 500 to a box with 2,500 in a case

Item Number 3 – **Utility Billing Envelope-Return:**

- ✓ #9 Right hand, 24# Poly Window Envelopes
- ✓ Printed 1/0 Black ink
- ✓ Machinable
- ✓ Window size 4-1/2" x 1-1/8" – Non-standard/special window position
- ✓ Packaged 500 to a box with 2,500 in a case

Estimated annual quantity 1,100,000 each. Releases will be on a monthly basis. Estimated monthly usage is 80,000 to 90,000 per month. Awarded vendor will be required to manage and store non-used inventory until in a fully climate-controlled building until Utility Department requests a release and delivery. All deliveries will be made to the Utility Department located at 2250 Las Vegas Blvd N. North Las Vegas, NV 89030.

**PLEASE REVIEW THE ATTACHED SAMPLES FOR REPRESENTATION ONLY!**

**Sample**

BILLING STATEMENT ONE SIDED

NEXT PAGE SIDE 1

FOLLOWED BY SIDE 2

Item Number 1 – **Billing Statement Specifications:**

- ✓ 8.5" x 11" 24# Print Works, White, 92 bright, printed 1/1
- ✓ One color in black ink single sided document
- ✓ Use of Offset Presses Required
- ✓ Digital Machines are not acceptable for this project
- ✓ Micro perforated at 3-3/4" horizontal on 8-1/2"
- ✓ Utility Bills are processed on an Inkjet Printer and machine folded
- ✓ Packaging shall be in boxes of 2,500; shrink wrapped with chip board in lots of 500

SIDE ONE

## SELF SERVICE, PHONE AND PAYMENT OPTIONS

### We've moved our services online!

- Scan the QR code below using your mobile device.
- Scroll down to select the option you need.



### ¡Hemos movido nuestros servicios en línea!

- Escanee el código QR anterior usando su teléfono móvil.
- Desplácese hacia abajo para seleccionar la opción que necesita.

### Phone Payments and Customer Service Options:

The Customer Service Call Center is open

Monday - Thursday

8 a.m. to 5:45 p.m.

CLOSED Friday, Saturday, Sunday and Holidays

OR

Use our 24-hour automated account information line at any time.

(702) 633-1484

### PAYMENT OPTIONS

#### Direct Debit

Pay utility bills by automatic withdrawal from your bank account. For more information log into your online account at [payutil.cityofnorthlasvegas.com](http://payutil.cityofnorthlasvegas.com)

#### Online

Pay your utility bills online at: [payutil.cityofnorthlasvegas.com](http://payutil.cityofnorthlasvegas.com)  
OR  
Pay online through your bank. Please contact your bank for more information.

#### Mail

Mail a check or money order along with the attached payment remit slip in the provided envelope to:

City of North Las Vegas  
Utilities Department  
P.O. Box 360118  
North Las Vegas, NV 89036-0118  
(please do not staple or fold remit slips)

#### Drop Box Location

For your convenience a payment drop box is located in the customer parking lot west of City Hall:

2250 Las Vegas Blvd. N.  
North Las Vegas, NV 89030

### Kiosk Locations

A convenient outdoor payment kiosk is located at City Hall and is available 24-7. There are also two indoor kiosks which are available during regular business hours. Cash, check, Visa, MasterCard, Discover and American Express are accepted. Change for cash payments is not available.

### PayNearMe (Cash Payments)

PayNearMe allows you to pay your utility bill with cash at 7-Eleven. There is no fee and the payment is received and posted to your utility account on the same day. To make a payment, take this bill to any 7-Eleven and present it to the cashier with the barcode and instructions listed on the front of the bill. You can also go online to [payutil.cityofnorthlasvegas.com](http://payutil.cityofnorthlasvegas.com) to print a copy of your recent bill with the barcode on it.

### MORE INFORMATION

#### Discontinue Service

To discontinue an account and receive a closing meter reading and bill, a discontinue request must be made by visiting [www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com). Search *Contact City Online* and complete the form, or contact customer service at (702) 633-1484. You will be asked to provide a disconnection date, service address and forwarding address. Until such notice has been made, the premises shall be deemed occupied by the customer and late fees and payment liability continues.

#### Ratepayer's Glossary

**Late Fee:** Failure to pay the entire amount shown on the monthly bill by the established due date will result in a late penalty charge of ten percent (10%) of the entire bill.

**Service Charge:** Charge for reconnecting your water service after the utility has turned off or attempted to turn off your water because of non-payment of past due charges.

**Returned Payment Fee:** A \$25.00 fee will be charged for all returned payments.

#### Important Contacts

**Water Emergency Number (after Customer Service closes at 5:45 p.m.):**  
(702) 633-1275

**Conservation Information (Reporting Water Waste & Landscaping Rebates):**  
(702) 633-1216

#### Trash and Recycling:

For missed pick ups, special services or recycling information please contact Republic Services at: (702) 735-5151

### Español

Para obtener información en Español por favor llame (702) 633-1484.

### Website

For more information visit: [www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

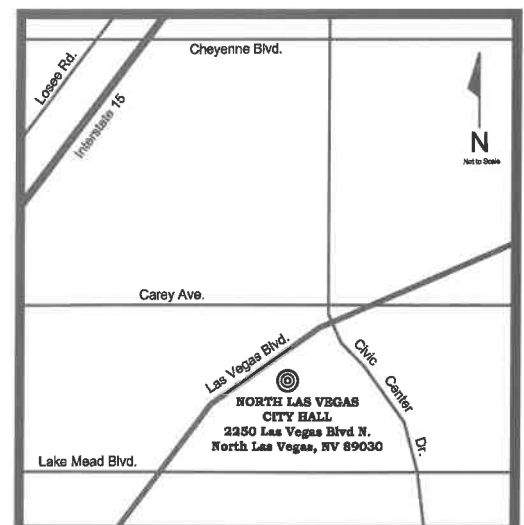
IF ANY OF THE FOLLOWING INFORMATION HAS CHANGED PLEASE INDICATE BELOW.

Account Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_



SIDE 2

INTENTIONALLY  
LEFT BLANK



## Sample

### UTILITY BILLING ENVELOPE - OUTER

#### Item Number 2 – **Utility Billing Envelope-Outer:**

- ✓ #10 Poly window envelope 24# - Reverse Flap – Conversion Envelope
- ✓ Printed 1/0 Black ink
- ✓ Machinable - Rated for high-speed insertion with Reverse Flap
- ✓ Window size 4-1/2" x 1-1/8" – Non-standard/special window position
- ✓ Packaged 500 to a box with 2,500 in a case



CITY OF

**NORTH LAS VEGAS**

*Share Community of Choice*

**Utilities Department**

P.O. Box 365423

North Las Vegas, NV 89036-9423



PRESORTED					
FIRST CLASS MAIL					
U.S. POSTAGE					
PAID					
PERMIT NO. 127					

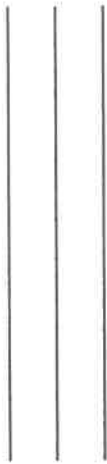
## Sample

### UTILITY BILLING ENVELOPE - RETURN

Item Number 3 – **Utility Billing Envelope-Return:**

- ✓ #9 Right hand, 24# Poly Window Envelopes
- ✓ Printed 1/0 Black ink
- ✓ Machinable
- ✓ Window size 4-1/2" x 1-1/8" – Non-standard/special window position
- ✓ Packaged 500 to a box with 2,500 in a case

PLACE  
STAMP  
HERE



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes**

**EXHIBIT LISTING**

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

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

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

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

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

**Exhibit E** – Written Certification Required by NRS 332.065(4) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.

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

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes  
EXHIBIT A  
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **Bid B-1722 Annual Printing of Utility Bills, Envelopes** and constitutes an offer by this company to enter into a contract as described herein.

\_\_\_\_\_  
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)      LEGAL NAME OF RESPONDENT

\_\_\_\_\_  
AUTHORIZED SIGNATURE      DATE

\_\_\_\_\_  
TITLE      TELEPHONE NUMBER      FAX NUMBER

\_\_\_\_\_  
ADDRESS OF RESPONDENT

\_\_\_\_\_  
CITY      STATE      ZIP CODE

E-MAIL ADDRESS: \_\_\_\_\_

CNLV-BUSINESS LICENSE NO: \_\_\_\_\_

\_\_\_\_ A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED (if applicable)

**FOR INFORMATIONAL PURPOSES ONLY**

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

\_\_\_ No \_\_\_ Yes If YES specify \_\_\_ MBE \_\_\_ WBE \_\_\_ DVBE

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

\_\_\_ No \_\_\_ Yes If YES specify Certifying Agency \_\_\_\_\_

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes  
EXHIBIT B  
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

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

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

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

**Example Contract 1:**

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

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

\_\_\_\_\_

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

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

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

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

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

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

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

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

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes  
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

**Example Contract 2:**

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

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

**Example Contract 3:**

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

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

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



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes  
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE  
FOR WORKERS' COMPENSATION  
UNDER NRS 616B.627 AND NRS 617.210**

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

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, \_\_\_\_\_, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature \_\_\_\_\_

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

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

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

by \_\_\_\_\_ (name of person making statement).

Notary Signature \_\_\_\_\_

STAMP AND SEAL



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes  
EXHIBIT D- Non-Collusion Affidavit**

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

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

- (1) He/She is the \_\_\_\_\_ of \_\_\_\_\_, the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other Respondent, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent/team or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): \_\_\_\_\_  
Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes  
EXHIBIT E- Written Certification**

Pursuant to NRS 332.065(4), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

\_\_\_\_\_  
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)      LEGAL NAME OF RESPONDENT

\_\_\_\_\_  
AUTHORIZED SIGNATURE      DATE

\_\_\_\_\_  
TITLE



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes  
EXHIBIT F- Exceptions to North Las Vegas Service Agreement**

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

## PRINTING OF UTILITY BILLS AND ENVELOPES SERVICES AGREEMENT

This Printing of Utility Bills and Envelopes Services Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and [insert full legal name of Provider entity], a [insert entity type and state of origin] (“Provider”).

### WITNESSETH:

WHEREAS, the City requires secure services for printing bills and envelopes on a monthly basis for the City’s Utilities Department, as described in the Annual Printing of Utility Bills, Envelopes Bid B-1722 (“Invitation to Bid”), attached hereto as Exhibit A and incorporated herein by reference (“Services”); and

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

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

### **SECTION ONE SCOPE OF SERVICES**

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

### **SECTION TWO TERM**

This Agreement shall commence on the Effective Date and will continue to be in effect for three (3) years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager or his/her designee, may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider.

### **SECTION THREE COMPENSATION**

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

AccountsPayable@CityofNorthLasVegas.com

## **SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES**

4.1. This Agreement may be terminated, in whole or in part, for convenience by the City, through its City Manager, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

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

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

## **SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES**

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

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

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

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

## **SECTION SIX INDEMNIFICATION**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its

subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION SEVEN INDEPENDENT CONTRACTOR**

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

## **SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION**

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

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

## **SECTION NINE INSURANCE**

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

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

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply

separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

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



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

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

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

9.1.5.8.3. 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.

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

9.1.7. 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.

## **SECTION TEN NOTICES**

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas  
Attention: Joy Yoshida  
2250 Las Vegas Blvd., North, Suite 820  
North Las Vegas, NV 89030  
Phone: 702-633-1745

To Provider: [REDACTED]  
Attention: [REDACTED]  
[REDACTED]  
[REDACTED]  
Phone: [REDACTED]

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

## **SECTION ELEVEN SAFETY**

11.1. 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.

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

## **SECTION TWELVE ENTIRE AGREEMENT**

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

## **SECTION THIRTEEN MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.19. 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 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

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

City of North Las Vegas,  
a Nevada municipal corporation

[REDACTED],  
a [REDACTED]

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

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

Approved as to form:

By: \_\_\_\_\_  
Micaela Rustia Moore, City Attorney

EXHIBIT A

Invitation to Bid – BID B-1722

Please see the attached page(s).

EXHIBIT B

Bid

Please see attached page(s).

Mayor  
**Pamela A. Goynes-Brown**

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

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



**Finance Department**  
Purchasing Division  
2250 Las Vegas Boulevard, North · Suite #820 · North Las Vegas, Nevada 89030  
Telephone: (702) 633-1745 · Fax: (702) 399-8426 · TDD: (800) 326-6868  
[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

**April 4, 2024**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes  
ADDENDUM #1**

This Addendum is issued to extend the BID DUE DATE to the following

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at [www.ngemnv.com](http://www.ngemnv.com) until **April 15, 2024 at 1:00 P.M. local time** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone# 470-616-0563, Meeting Pin# 203 832 127# on the Bid Due Date.**

This Addendum is to add the following additional language to the bid document.

"Prior to awarding the contract, the apparent lowest, responsive, responsible vendor will be required to have a site visit by the City to verify vendor's equipment. If the awarded vendor's equipment does not meet the requirements, the City may go to the next low bid, until the City finds a supplier that meets their requirements."

Marie Leake  
Procurement Manager



Mayor  
**Pamela A. Goynes-Brown**

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

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



**Finance Department**  
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2250 Las Vegas Boulevard, North · Suite #820 · North Las Vegas, Nevada 89030  
Telephone: (702) 633-1745 · Fax: (702) 399-8426 · TDD: (800) 326-6868  
[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

**April 8, 2024**

**CITY OF NORTH LAS VEGAS**  
**INVITATION TO BID**  
**BID B-1722 Annual Printing of Utility Bills, Envelopes**  
**ADDENDUM #2**

The deadline for questions for this proposal was 12:00 p.m., April 1, 2024. The following are the questions that were received along with the answers to those questions.

**Question 1. Billing Statement - spec out 1/1 but then say one color black single sided. Which is it 1/1 black or 1/0 black? Or is it a Pms color?**

*Answer: Printed 0/1, color black ink single sided document*

**Question 2. What will be the frequency of pulling for the billing statement/envelopes?**

*Answer: Orders approximately every 4 months with releases on a monthly basis*

**Question 3. Is the City open to alternative solutions for this solicitation? As a full-service vendor, we are able to print the monthly bills on-demand with no need for warehousing, insert in house and mail your bills at the lowest rates the USPS offers (currently \$0.507/piece). This solution would likely save the City money compared to the current setup described in the RFP.**

*Answer: No, the City is not open to alternative solutions, bill printing, stuffing and mailing will continue in-house.*

**Question 4. There doesn't appear to be any variable data on your billing statements. Is that correct?**

*Answer: Billing statement data does not vary, a new design is currently in process*

**Question 5. Who is the current vendor for these services?**

*Answer: American Printing*

**Question 6. What does the city currently pay for these services?**

*Answer: Contract set at \$130,740 for Fiscal Year 2023-2024*

**Question 7. Please Clarify (This question was asked during the Pre-Bid call earlier today): The selected vendor will order the materials (Paper, #10 & #9 envelopes), as specified, on behalf of CONLV, store it, and deliver in increments of ~ 80K-100K/monthly.**

**Please explain the process to secure payment from CONLV. As we interpret, we (the vendor) would place the order, and pay for it upfront and then bill CONLV via P.O. to get reimbursed.**

*Answer: CNLV will request estimate for order, Vendor will order and receive payment once all 100% of the order is completed and verified deliverable to CNLV Utilities.*

**Question 8. Can we stop by The CONLV in person to collect samples (quantity 20-30 of each) of the existing inventory of the paper, and both envelopes (#10 & #9)?**

*Answer: Yes, we will provide 20 samples of each.*

**Question 9. Can you provide the PDF files with the specs for the static paper and envelopes?**

*Answer: The specs are included in the invitation to BID package*

**Question 10. Is the selected vendor able to be present during the initial test of the materials?**

*Answer: The awarded vendor will be given a "trial" order so the City may see how their bills perform in the equipment. If the awarded vendor's trial does not meet the requirements and or/jams in our equipment, the City may go to the next low bid, until the City finds a supplier that meets their requirements.*

**Question 11. Since the CONLV is tax exempt, and the vendor is buying materials on its behalf, how should that be handled?**

*Answer: City pays tax exempt to vendor whom should have it's own retailer license to resell supplies*

**Question 12. Is the qty (1,100,000) listed on the website a YEARLY count?**

*Answer: yes*

**Question 13. How does the CONLV intend to pay for paper and envelopes? As a reimbursement or pay directly to suppliers?**

*Answer: CNLV pays the business contract is awarded to.*

**Question 14. 24#print works only comes 2up can we substitute the paper to be 60#offset and put our own microperf?**

*Answer: No substitution, the utility bills, return envelopes and mailing envelopes that the supplier will provide must perform flawlessly in the billing equipment units.*

**Question 15. The only question I have is on the Billing Statements: they spec out 1/1 but then say one color black single sided. Which is it 1/1 black or 1/0 black? Or is it a Pms color?**

*Answer: Printed 0/1, color black ink single sided document*



Marie Leake  
Procurement Manager

**City of North Las Vegas**  
**BID B-1722 Annual Printing of Utility Bills, Envelopes**  
Pre-bid Meeting held on March 25, 2024 at 9:30am  
via a Google Meet conference call  
Conference Call Attendees

**City of North Las Vegas**

Joy Yoshida, Senior Buyer  
Belia Guzman, Buyer  
Lectisia Romero, Utilities Financial Manager  
Nakena Simon, Billing Representative  
Kelley Murphey, Billing Representative

**Vendors**

Shay Watkins  
Marketing.com  
Phone: 702-617-9000  
Email: [Shay.Watkins@marketing.com](mailto:Shay.Watkins@marketing.com)

Brenda Fischbach  
American Printing LV  
702-384-3821 Phone  
[brenda@americanprintinglv.com](mailto:brenda@americanprintinglv.com)  
1512 Fremont Street  
Las Vegas, Nevada 89101

John H. Olarte, MBA  
Sebnic Investments Corporation  
dba GPPS - Global Printing Packing Shipping  
[john@bizcntr.com](mailto:john@bizcntr.com)

Julian Redman  
The Master's Touch, LLC  
Email: [JulianR@themastertouch.com](mailto:JulianR@themastertouch.com)

Mayor  
**Pamela A. Goynes-Brown**

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

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



**Finance Department**  
Purchasing Division

2250 Las Vegas Boulevard, North · Suite #820 · North Las Vegas, Nevada 89030  
Telephone: (702) 633-1745 · Fax: (702) 399-8426 · TDD: (800) 326-6868  
[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

**April 9, 2024**

**CITY OF NORTH LAS VEGAS**  
**INVITATION TO BID**  
**BID B-1722 Annual Printing of Utility Bills, Envelopes**  
**ADDENDUM #3**

This Addendum #3 is issued to correct the decimal places for the bid line items. The decimal place is now four decimal places.

A handwritten signature in black ink, reading 'Joy Yoshida', is positioned above a horizontal line.

Joy Yoshida  
Senior Buyer

EXHIBIT B

Bid

Please see attached page(s).



## **BID B-1722 Addendum 3**

### **American Printing**

### **Supplier Response**

#### **Event Information**

Number: BID B-1722 Addendum 3  
Title: Annual Printing of Utilities Bills and Envelopes  
Type: Invitation for Bid  
Issue Date: 3/18/2024  
Deadline: 4/15/2024 01:00 PM (PT)  
Notes: The City of North Las Vegas intends to award a contract to perform the printing of the utility bill stock, return envelopes, and mailing envelopes. In addition, the City's Utility Department does not have the space to hold a large supply of printing paper, but desires to buy the paper and envelope stock in bulk and have the vendor manage the inventory in a climate-controlled area. The City of North Las Vegas will request releases on an as needed basis (typically monthly). Contract requires vendor be a commercial printer using onsite offset presses, providing a single point of contact. Print Brokers are not eligible, and digital machines are not acceptable for this project.

#### **Contact Information**

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

## American Printing Information

Contact: Brenda Fischbach  
Address: 1512 Fremont Street  
Las Vegas, NV 89101  
Phone: (702) 384-3821  
Fax: (702) 384-5693  
Email: [brenda@americanprintinglv.com](mailto:brenda@americanprintinglv.com)  
Web Address: [americanprintinglv.com](http://americanprintinglv.com)

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

Brenda Fischbach

*Signature*

*Submitted at 4/15/2024 10:17:30 AM (PT)*

[brenda@americanprintinglv.com](mailto:brenda@americanprintinglv.com)

*Email*

## Requested Attachments

### Required Documents

CNLV 1.pdf

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

### Required Documents

CNLV.pdf

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

## Bid Attributes

### 1 Acknowledgment of Addendum #1

I acknowledge receipt of Addendum #1

☒ Acknowledgment of Receipt of Addendum #1

### 2 Acknowledgment of Addendum #2

I acknowledge receipt of Addendum #2

☒ Acknowledgment of Receipt of Addendum #2

### 3 Acknowledgment of Addendum #3

I acknowledge receipt of Addendum #3

☒ Acknowledgment of Addendum #3

## Bid Lines

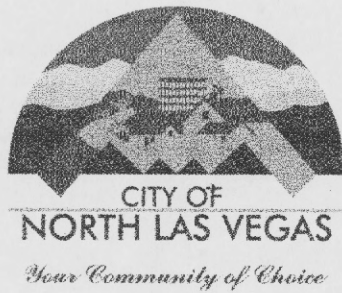
1	<b>Billing Statement:</b> 8.5" x 11" 24# Print Works, white, 92 bright, printed 1/1, One color in Black ink, single sided document Micro perforated at 3-3/4" horizontal on 8-1/2" Utility Bills are processed on an Inkjet Printer and machine folded Packaging shall be in boxes of 2,500; shrink wrapped with chip board in lots of 500 Use of Offset Presses Required; Digital Machines are not acceptable for this project
	Quantity: <u>1100000</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.0345"/> Total: <input type="text" value="\$37,950.00"/>
	Item Notes: All printed materials to remain in climate control area at vendor location until the Utility Department calls for a release (delivery). Therefore, please include all storage charges as part of your Unit price.

2	<b>Utility Billing Envelope-Outer:</b> #10 Poly Window, 24# Reverse Flap Conversion Envelope Printed 1/0 Black ink, Machinable - Rated for high-speed insertion with Reverse Flap, Window size 4-1/2" x 1-1/8" Non-Standard/Special Window Position Packaged 500 to a box with 2,500 in a case
	Quantity: <u>1100000</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.0353"/> Total: <input type="text" value="\$38,830.00"/>
	Item Notes: All printed materials to remain in climate control area at vendor location until the Utility Department calls for a release (delivery). Therefore, please include all storage charges as part of your Unit price.

3	<b>Utility Billing Envelope-Return:</b> #9 Right-hand 24# Poly Window Envelopes Printed 1/0 Black ink Machinable Window size 4-1/2" x 1-1/8" Non-Standard/Special Window Position Packaged 500 to a box with 2,500 in a case
	Quantity: <u>1100000</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.0329"/> Total: <input type="text" value="\$36,190.00"/>
	Item Notes: All printed materials to remain in climate control area at vendor location until the Utility Department calls for a release (delivery). Therefore, please include all storage charges as part of your Unit price.

**Response Total: \$112,970.00**





**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes  
EXHIBIT F- Exceptions to North Las Vegas Service Agreement**

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

## PRINTING OF UTILITY BILLS AND ENVELOPES SERVICES AGREEMENT

This Printing of Utility Bills and Envelopes Services Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ ("Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation ("City") and [insert full legal name of Provider entity], a [insert entity type and state of origin] ("Provider").  
*AMERICAN PRINTING*  
*Commercial Printer in Nevada*

### WITNESSETH:

WHEREAS, the City requires secure services for printing bills and envelopes on a monthly basis for the City's Utilities Department, as described in the Annual Printing of Utility Bills, Envelopes Bid B-1722 ("Invitation to Bid"), attached hereto as Exhibit A and incorporated herein by reference ("Services"); and

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

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

### SECTION ONE SCOPE OF SERVICES

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

### SECTION TWO TERM

This Agreement shall commence on the Effective Date and will continue to be in effect for three (3) years ("Term"), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager or his/her designee, may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider.

### SECTION THREE COMPENSATION

Provider will provide the Services [at the rate of OR in the amount of] [\$ 112959.00 ], which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is [ ] (\$ 112959.00). The total not to exceed amount of this Agreement is [ ] (\$ 112959.00). The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

## **SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES**

4.1. This Agreement may be terminated, in whole or in part, for convenience by the City, through its City Manager, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

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

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

## **SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES**

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

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

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

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

## **SECTION SIX INDEMNIFICATION**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its

subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION SEVEN INDEPENDENT CONTRACTOR**

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

## **SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION**

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

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

## **SECTION NINE INSURANCE**

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

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

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply



separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

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

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

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

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

9.1.5.8.3. 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.

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

9.1.7. 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.

## SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas  
Attention: Joy Yoshida  
2250 Las Vegas Blvd., North, Suite 820  
North Las Vegas, NV 89030  
Phone: 702-633-1745

To Provider: [AMERICAN PLUMBING]  
Attention: [BLONDA] FISCHBACH  
[1517 Fremont St]  
[LV NV 89101]  
Phone: [702-384-3821]

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

## **SECTION ELEVEN SAFETY**

11.1. 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.

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

## **SECTION TWELVE ENTIRE AGREEMENT**

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

## **SECTION THIRTEEN MISCELLANEOUS**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

13.19. 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 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

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

City of North Las Vegas,  
a Nevada municipal corporation

[ AMERICAN PRINTING ],  
a [ Nevada Corporation ]

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

By: [Signature]  
Name: Brandi Fischbach  
Title: Manager

Attest:

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

Approved as to form:

By: \_\_\_\_\_  
Micaela Rustia Moore, City Attorney

EXHIBIT A

Invitation to Bid – BID B-1722

Please see the attached page(s).

EXHIBIT B

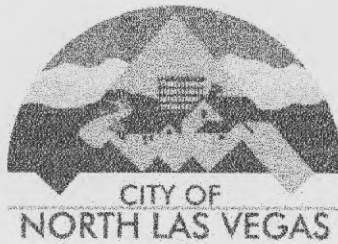
Bid

Please see attached page(s).

Mayor  
Pamela A. Goynes-Brown

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

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



*Your Community of Choice*

**Finance Department**  
Purchasing Department  
2250 Las Vegas Boulevard, North · Suite #820 · North Las Vegas, Nevada 89030  
Telephone: (702) 633-1745 · Fax: (702) 399-8426 · TDD: (800) 326-6868  
[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

**March 18, 2024**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at [www.ngemnv.com](http://www.ngemnv.com) until April 8, 2024 at 1:00 P.M. local time (the "Bid Due Date"). A Bid opening will be held on a conference call via Google Meet, Telephone# 470-616-0563, Meeting Pin# 203 832 127# on the Bid Due Date.

An optional Pre-Bid Meeting will be held on March 25, 2024 at 9:30 a.m. local time via Google Meet conference call, Telephone # 302-440-4665, Meeting Pin# 295 466 126#. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns. Any and all questions asked during the Pre-Bid meeting must be submitted in writing either via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Buyer, at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com). The cut-off time for all questions is April 1, 2024, at 12:00 p.m. local time. All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

Bid documents may be accessed on NGEM or on the City of North Las Vegas (City) Purchasing Web Page (listed above). The City reserves the right to reject any and all Bids, waive any informality or technicality, or to otherwise accept Bids deemed in the best interest of the City. Capitalized terms contained in this Invitation to Bid are defined in the Definitions section on page 10.

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Marie Leake  
Procurement Manager

Published in the Las Vegas Review Journal  
(March 18, 2024)



**CITY OF NORTH LAS VEGAS INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes**

**1. PUBLIC RECORDS:**

The Bid documents and all Bids submitted in response thereto are public records. You are cautioned not to put any material into the Bid that is proprietary in nature. The City is a public agency under state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records, including this Invitation to Bid, are public records which are subject to inspection and copying by any person, unless declared by law to be confidential.

**2. PERFORMANCE OF WORK:**

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

**3. FORM OF CONTRACT:**

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

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

Bids must be submitted online through the Nevada Government eMarketplace (NGEM). NGEM is an electronic bidding system used by a consortium of local government entities in Nevada for supplier registration and the submission of electronic bids and proposals. NGEM is available at [www.ngemnvn.com](http://www.ngemnvn.com). There is no cost for any Respondent to use NGEM, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Bids must be submitted on NGEM no later than the Bid Due Date and time. NGEM's server clock will govern time of submittal.

**5. EXPLANATION TO RESPONDENT:**

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

**6. METHOD OF EVALUATION AND AWARD OPTIONS:**

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

**7. ASSIGNMENT OF CONTRACTUAL RIGHTS:**

It is agreed that the Contract must not be assigned, transferred, conveyed, or otherwise disposed

of by either party in any manner, unless approved in writing by the other party or unless otherwise allowed pursuant to NRS 332.095(2). The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

**8. CONDITIONS OF BID SUBMITTAL:**

- (a) The Bid must be signed by a duly authorized official of the proposing firm or company submitting the Bid.
- (b) No Bid will be accepted from any person, firm, or company that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) No Bid will be accepted from any person, firm, or company if that person, firm, or company or any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Bid to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Bids shall be prepared in a comprehensive manner as to content. Neither expensive binders nor promotional material are necessary or required.

**9. BID PROTESTS:**

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

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

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

**10. LICENSES:**

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

**11. PUBLIC OPENING:**

Bids received will be opened and the name of the Respondent's company will be read via conference call at the time and place indicated in the Bid documents. Respondents, their authorized agents, and the public are invited to call in. No responsibility will attach to any City

official or employee for the pre-opening of, or the failure to open, a Bid not properly addressed or identified.

**12. TERM OF THE CONTRACT:**

The Contract shall begin on July 1, 2024 and have an initial term of three years. If the City determines, in its sole discretion, that Respondent has satisfactorily performed its obligations under the Agreement, the City Manager or his/her designee, may extend the Term for up to two (2) additional one year period(s) upon written notice to the Provider.

**13. INSURANCE:**

Prior to the commencement of the Contract, the successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will (i) waive subrogation against the City, its officers, agents, servants, and employees; (ii) will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required; (iii) will include or be endorsed to cover the Respondent's contractual liability to the City; and (iv) disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000.00 without the City's written approval. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after 30 days' written notice has been given to, and approved in writing by, the City Attorney or the City Risk Manager.

The policy shall provide the following minimum limits:

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

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

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

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



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

**ADDITIONAL INSURED STATUS:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Respondent 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 Respondent's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**PRIMARY COVERAGE:** For any claims related to this contract, the Respondent'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 Respondent's insurance and shall not contribute with it.

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

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

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

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

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

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

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

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

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

**VERIFICATION OF COVERAGE:** Respondent 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 Respondent'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.

**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.

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

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

**14. INDEMNITY:**

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

**15. PROVISIONS PROVIDED BY LAW:**

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

**16. ADDENDA INTERPRETATIONS:**

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

**17. CANCELLATION OF CONTRACT:**

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

**18. TERMINATION FOR CONVENIENCE:**

The City, through its City Manager or his/her designee, shall have the right at any time to terminate

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

**19. TAXES:**

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

**20. EXCEPTIONS:**

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

**21. FISCAL FUNDING OUT:**

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

**22. LIMITATION OF FUNDING:**

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

**23. ESCALATION:**

Prices may not be increased during the first three year term ("Initial Term"). The prices submitted in your Bid must remain firm throughout the Initial Term of the contract. Any intended escalation for the possible extensions must be included in the Respondent's Bid. If escalations are not included for the possible extensions, the price for the Initial Term will apply for each possible extension unless otherwise permitted by the City.

**24. AUDIT OF RECORDS:**

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

(b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Bid at any time



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

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

**25. INDEPENDENT CONTRACTOR:**

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

**26. COMPANY PERSONNEL:**

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

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

**27. KEY PERSONNEL:**

The City designates Joy Yoshida, Buyer, as the responsible party for managing this Bid Advertisement. She can be reached at 702-633-1745 or at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com) and is available Monday through Thursday from 7:00 am to 4:30 pm.

The City also designates Lectisia Romero, Utilities Financial Manager, as the project manager for this service. She can be contacted at 702-633-2674 or at [romerol@cityofnorthlasvegas.com](mailto:romerol@cityofnorthlasvegas.com) and is available Monday through Thursday from 8am to 6pm.

The cutoff date for any questions regarding this is April 1, 2024, at 12:00 p.m. Local Time. **Any questions submitted beyond this cut off time will not be answered.**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes**

**DEFINITIONS**

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

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

**City** - the City of North Las Vegas.

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

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

**City Council** - the legislative body that governs the city.

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

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

**City Staff** - any person currently employed by the City.

**Contract** – the written agreement between the City and the Respondent selected by the City as having the lowest responsive and responsible Bid deemed to be in the City's best interest, as approved by City Council and fully executed by the parties.

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

**Key Personnel** - defined City employees listed in Paragraph 27.

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

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

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

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

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

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

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



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes**

**SCOPE OF WORK**

**1. Scope of Work:**

The City of North Las Vegas intends to award a contract to perform the printing of the utility bill stock, return envelopes, and mailing envelopes. In addition, the City's Utility Department does not have the space to hold a large supply of printing paper, but desires to buy the paper and envelope stock in bulk and have the vendor manage the inventory in a climate-controlled area. The City of North Las Vegas will request releases on an as needed basis (typically monthly). Contract requires vendor be a commercial printer using onsite offset presses, providing a single point of contact. Print Brokers are not eligible, and digital machines are not acceptable for this project.

**2. Utility Billing Equipment:**

The City of North Las Vegas uses the DI 2000 Inserting System and Riso 3010 printers. The utility bills, return envelopes and mailing envelopes that the supplier will provide must perform flawlessly in these units. Prior to awarding the contract, the apparent lowest, responsive, responsible vendor will be given a "trial" order so the City may see how their bills perform in the equipment. If the awarded vendor's trial does not meet the requirements and or/jams in our equipment, the City may go to the next low bid, until the City finds a supplier that meets their requirements.

**3. Pre-Award meeting:**

Upon "Recommendation of Award" and prior to awarding the contract, the apparent lowest, responsive, responsible vendor will be contacted and required to meet with representative(s) of the Utility department. At this meeting the Respondent can ask final questions in preparation of the printing of the testing bills and envelopes that will be used to determine the items you provided in the bid pricing meets the specifications requested and runs successfully, without errors prior to the actual award of the contract.

**4. Contractor Responsibilities:**

Method of evaluation and award of Contract will be conducted by City personnel. The City will award this Bid to the Respondent(s) that submits the lowest responsive and responsible Bid deemed to be in the City's best interest. The City will also consider references / referrals of the Respondent by other City entities, as well as Government and Corporate Organizations. During the contract period, performance evaluations will take place. If the City finds issues that need to be resolved, verbal contact, written verbal contact, last letter of concerns may be issued by the City.



This page defines the specifications for the Billing Statements, Utility Billing Envelopes (outer) and the Utility Billing Envelopes (return).

Item Number 1 – **Billing Statement Specifications:**

- ✓ 8.5" x 11" 24# Print Works, White, 92 bright, printed 1/1
- ✓ One color in black ink single sided document
- ✓ Use of Offset Presses Required
- ✓ Digital Machines are not acceptable for this project
- ✓ Micro perforated at 3-3/4" horizontal on 8-1/2"
- ✓ Utility Bills are processed on an Inkjet Printer and machine folded
- ✓ Packaging shall be in boxes of 2,500; shrink wrapped with chip board in lots of 500

Item Number 2 – **Utility Billing Envelope-Outer:**

- ✓ #10 Poly window envelope 24# - Reverse Flap – Conversion Envelope
- ✓ Printed 1/0 Black ink
- ✓ Machinable - Rated for high-speed insertion with Reverse Flap
- ✓ Window size 4-1/2" x 1-1/8" – Non-standard/special window position
- ✓ Packaged 500 to a box with 2,500 in a case

Item Number 3 – **Utility Billing Envelope-Return:**

- ✓ #9 Right hand, 24# Poly Window Envelopes
- ✓ Printed 1/0 Black ink
- ✓ Machinable
- ✓ Window size 4-1/2" x 1-1/8" – Non-standard/special window position
- ✓ Packaged 500 to a box with 2,500 in a case

Estimated annual quantity 1,100,000 each. Releases will be on a monthly basis. Estimated monthly usage is 80,000 to 90,000 per month. Awarded vendor will be required to manage and store non-used inventory until in a fully climate-controlled building until Utility Department requests a release and delivery. All deliveries will be made to the Utility Department located at 2250 Las Vegas Blvd N. North Las Vegas, NV 89030.

**PLEASE REVIEW THE ATTACHED SAMPLES FOR REPRESENTATION ONLY!**

**Sample**

BILLING STATEMENT ONE SIDED

NEXT PAGE SIDE 1

FOLLOWED BY SIDE 2

Item Number 1 – **Billing Statement Specifications:**

- ✓ 8.5" x 11" 24# Print Works, White, 92 bright, printed 1/0
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- ✓ Micro perforated at 3-3/4" horizontal on 8-1/2"
- ✓ Utility Bills are processed on an Inkjet Printer and machine folded
- ✓ Packaging shall be in boxes of 2,500; shrink wrapped with chip board in lots of 500

SIDE ONE

## SELF SERVICE, PHONE AND PAYMENT OPTIONS

### We've moved our services online!

- Scan the QR code below using your mobile device.
- Scroll down to select the option you need.



### ¡Hemos movido nuestros servicios en línea!

- Escanee el código QR anterior usando su teléfono móvil.
- Desplácese hacia abajo para seleccionar la opción que necesita.

### Phone Payments and Customer Service Options:

The Customer Service Call Center is open

Monday - Thursday

8 a.m. to 5:45 p.m.

CLOSED Friday, Saturday, Sunday and Holidays

OR

Use our 24-hour automated account information line at any time.

(702) 633-1484

### PAYMENT OPTIONS

#### Direct Debit

Pay utility bills by automatic withdrawal from your bank account. For more information log into your online account at [payutil.cityofnorthlasvegas.com](http://payutil.cityofnorthlasvegas.com)

#### Online

Pay your utility bills online at: [payutil.cityofnorthlasvegas.com](http://payutil.cityofnorthlasvegas.com)  
OR  
Pay online through your bank. Please contact your bank for more information.

#### Mail

Mail a check or money order along with the attached payment remit slip in the provided envelope to:

City of North Las Vegas

Utilities Department

P.O. Box 360118

North Las Vegas, NV 89036-0118

(please do not staple or fold remit slips)

#### Drop Box Location

For your convenience a payment drop box is located in the customer parking lot west of City Hall:

2250 Las Vegas Blvd. N.  
North Las Vegas, NV 89030

#### Kiosk Locations

A convenient outdoor payment kiosk is located at City Hall and is available 24-7. There are also two indoor kiosks which are available during regular business hours. Cash, check, Visa, MasterCard, Discover and American Express are accepted. Change for cash payments is not available.

#### PayNearMe (Cash Payments)

PayNearMe allows you to pay your utility bill with cash at 7-Eleven. There is no fee and the payment is received and posted to your utility account on the same day. To make a payment, take this bill to any 7-Eleven and present it to the cashier with the barcode and instructions listed on the front of the bill. You can also go online to [payutil.cityofnorthlasvegas.com](http://payutil.cityofnorthlasvegas.com) to print a copy of your recent bill with the barcode on it.

### MORE INFORMATION

#### Discontinue Service

To discontinue an account and receive a closing meter reading and bill, a discontinue request must be made by visiting [www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com). Search *Contact City Online* and complete the form, or contact customer service at (702) 633-1484. You will be asked to provide a disconnection date, service address and forwarding address. Until such notice has been made, the premises shall be deemed occupied by the customer and late fees and payment liability continues.

#### Ratepayer's Glossary

**Late Fee:** Failure to pay the entire amount shown on the monthly bill by the established due date will result in a late penalty charge of ten percent (10%) of the entire bill.

**Service Charge:** Charge for reconnecting your water service after the utility has turned off or attempted to turn off your water because of non-payment of past due charges.

**Returned Payment Fee:** A \$25.00 fee will be charged for all returned payments.

#### Important Contacts

**Water Emergency Number** (after Customer Service closes at 5:45 p.m.):  
(702) 633-1275

**Conservation Information (Reporting Water Waste & Landscaping Rebates):**  
(702) 633-1216

#### Trash and Recycling:

For missed pick ups, special services or recycling information please contact Republic Services at: (702) 735-5151

#### Español

Para obtener información en Español por favor llame (702) 633-1484.

#### Website

For more information visit: [www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

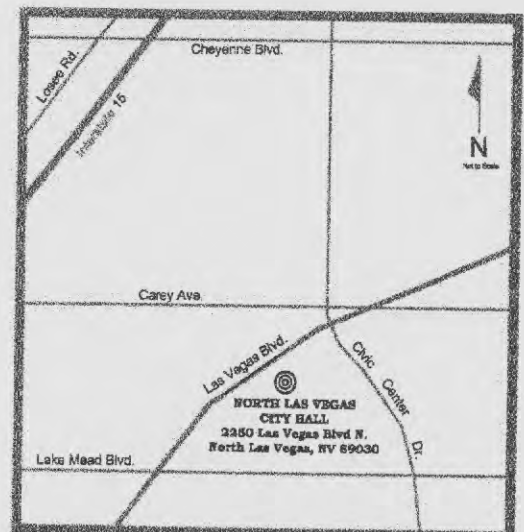
IF ANY OF THE FOLLOWING INFORMATION HAS CHANGED PLEASE INDICATE BELOW.

Account Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_





SIDE 2

INTENTIONALLY  
LEFT BLANK

## Sample

### UTILITY BILLING ENVELOPE - OUTER

#### Item Number 2 – Utility Billing Envelope-Outer:

- ✓ #10 Poly window envelope 24# - Reverse Flap – Conversion Envelope
- ✓ Printed 1/0 Black ink
- ✓ Machinable - Rated for high-speed insertion with Reverse Flap
- ✓ Window size 4-1/2" x 1-1/8" – Non-standard/special window position
- ✓ Packaged 500 to a box with 2,500 in a case



*Show Community of Choice*  
**CITY OF  
NORTH LAS VEGAS**

**Utilities Department**  
P.O. Box 365423  
North Las Vegas, NV 89036-9423



PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID
PERMIT NO. 127



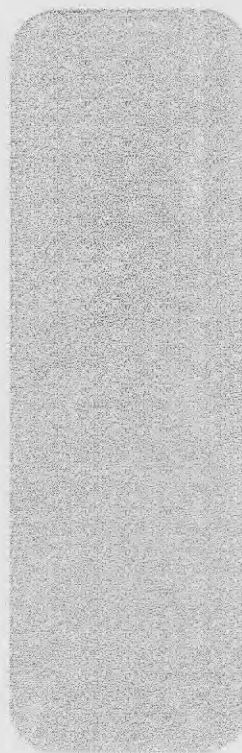
## Sample

### UTILITY BILLING ENVELOPE - RETURN

Item Number 3 – **Utility Billing Envelope-Return:**

- ✓ #9 Right hand, 24# Poly Window Envelopes
- ✓ Printed 1/0 Black ink
- ✓ Machinable
- ✓ Window size 4-1/2" x 1-1/8" – Non-standard/special window position
- ✓ Packaged 500 to a box with 2,500 in a case

PLACE  
STAMP  
HERE



Three horizontal lines for an address:

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**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes**

**EXHIBIT LISTING**

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

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

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

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

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

**Exhibit E** – Written Certification Required by NRS 332.065(4) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.

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



**american printing**

"YOUR FRIENDLY PRINTER"

Since 1967

1512 Fremont St.  
Las Vegas, NV. 89101  
Phone: 702-384-3821  
FAX: 702-384-5693

## Estimate

No: **93755**

Date: 3/21/24

Customer No: 25

Kelley Murphey  
City of North Las Vegas  
2250 Las Vegas Blvd, Suite 710  
North Las Vegas NV 89030  
Phone: 702-633-1292  
Fax: 702-649-9784  
E-Mail: MurpheyK@cityofnorthlasvegas.com

Quantity	Description	Amount
1,100,000	#9 Right-hand 24# NEW Poly Window Envelopes printed 1/0 Black Ink, TURN AROUND TIME WILL BE 4 WEEKS.	\$ 36,190.00
1,100,000	#10 Poly Window Envelope 24# - Reverse Flap - printed 1/0 Black Ink, Turn around time will be 4 weeks.	\$ 38,808.00
1,100,000	Utility Bill Perf Paper - 1 sided, 8.5 x 11, 24# Print Works White 92Bright, printed 0/1 black ink with perforation @ 3-3/4 horizontal on 8 1/2" - TURN AROUND TIME WILL BE 3 - 4 weeks.	\$ 37,961.00
Sales Rep: Brenda Fischbach		
Estimate valid for 7 days. Pricing is based upon receipt of customer supplied files. Graphic charges may apply. A <del>CUSTOMER SERVICE FEE</del> of 3% applies to the total charge when paying by credit card.		SUBTOTAL
		TAX
		SHIPPING
		TOTAL
Utility Bill Perf Paper, #9 and #10		\$ 112,959.00
		\$ 112,959.00

CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes  
EXHIBIT A  
OFFER STATEMENT AND BUSINESS INFORMATION

This Bid is submitted in response to Bid B-1722 Annual Printing of Utility Bills, Envelopes and constitutes an offer by this company to enter into a contract as described herein.

AMERICAN PRINTING AMERICAN PRINTING  
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) LEGAL NAME OF RESPONDENT  
Brenda Frischbach  
AUTHORIZED SIGNATURE DATE  
Manager 702-384-3821 702-384-5693  
TITLE TELEPHONE NUMBER FAX NUMBER  
1512 FLEMONT STREET  
ADDRESS OF RESPONDENT  
LAS VEGAS NV 89101  
CITY STATE ZIP CODE  
E-MAIL ADDRESS: brenda@americanprintinglv.com  
CNLV-BUSINESS LICENSE NO: BL105933  
☒ A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED (if applicable)

**FOR INFORMATIONAL PURPOSES ONLY**

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

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

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

☐ No ☐ Yes If YES specify Certifying Agency \_\_\_\_\_  
Please attach a copy of your certification.



# BUSINESS LICENSE

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

Mailing Address:

**AMERICAN PRINTING  
1512 FREMONT ST  
LAS VEGAS, NV 89101**

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

License Number: **BL105933**

Expiration Date: **08/31/2024**

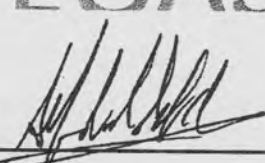
Type of License: **TRUCKING**

Classification: **TRUCKING**

Business Location: **AMERICAN PRINTING  
1512 FREMONT ST  
LAS VEGAS, NV 89101**

Owner/Principal(s): **AMERICAN PRINTING**

**CITY OF  
NORTH LAS VEGAS**

  
\_\_\_\_\_  
Alfredo Melesio  
Director of Land Development & Community  
Services

This license is not transferable  
POST IN A CONSPICUOUS PLACE

CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes  
EXHIBIT B

QUALIFICATIONS AND EXPERIENCE OF RESPONDENT

Name: AMERICAN PRINTING

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

AMERICAN PRINTING IS A FAMILY OWNED COMMERCIAL  
PRINTER IN BUSINESS SINCE 1967. WE PRINT FROM  
SMALL TO LARGE JOBS ON OFFSET SHEETFEED PRESSES  
AND DIGITALS. WE HAVE A FULL SERVICE BINDERY.  
WE PRINT AND CAN OFFER ALL THE FINISHING  
SERVICES FOR YOUR JOBS.

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

**Example Contract 1:**

Company Name:

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

Company Address:

340 N. 11TH STREET, SUITE 180  
LAS VEGAS, NV 89101

Point of Contact:

LINDA SIMPSON

Phone Number:

702-477-3144

E-Mail Address:

lsimpson@snvra.org

Brief Description of Contract Scope:

FORMS, LETTERHEADS, ENVELOPES,  
BUS. CARDS, BROCHURES, FOLDERS

Term of Contract (Base plus Option Years):

1 yrs - 1 year renewal up to 4

Year of Base Contract Award:

1/1/24

Year Contract Completed:

12/31/2028

Base Contract Amount:

\$ 150,000

Total Contract Amount (including all option years) \$

750,000

Did the contract contain a liquidated damages clause? ☐ YES

☒ NO

If yes, were damages assessed? ☐ YES ☐ NO

If yes, what was the amount assessed? \$ \_\_\_\_\_

CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes  
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)

**Example Contract 2:**

Company Name: LVMPD  
Company Address: 400 S. Martin Luther King Blvd. LV 89106  
Point of Contact: Jane Sutherland Phone Number: 702-828-3691  
E-Mail Address: J73495@LVMPD.com  
Brief Description of Contract Scope: Letterhead, Envelopes, Bus.  
Cards, Note Cards, Certificates

Term of Contract (Base plus Option Years): 10/23/23 - 10/31/25, five, one year  
Options  
Year of Base Contract Award: 2023 Year Contract Completed: 2025 Renew  
Base Contract Amount: \$ 114539.94 Total Contract Amount (including all option years) \$ 801779.58  
Did the contract contain a liquidated damages clause? ☐ YES ☒ NO  
If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$

**Example Contract 3:**

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Brief Description of Contract Scope: \_\_\_\_\_

Term of Contract (Base plus Option Years): \_\_\_\_\_  
Year of Base Contract Award: \_\_\_\_\_ Year Contract Completed: \_\_\_\_\_  
Base Contract Amount: \$ \_\_\_\_\_ Total Contract Amount (including all option years) \$ \_\_\_\_\_  
Did the contract contain a liquidated damages clause? ☐ YES ☐ NO  
If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ \_\_\_\_\_

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



CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes  
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE  
FOR WORKERS' COMPENSATION  
UNDER NRS 616B.627 AND NRS 617.210

In the State of Nevada, County of Clark, Brenda Fischbach, being duly sworn,  
deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, Brenda Fischbach, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this 8 day of April, 2024.

Signature Brenda Fischbach

State of Nevada

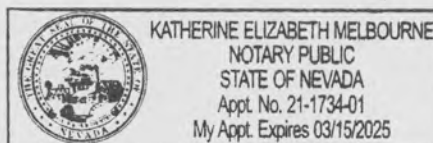
County of Clark

Signed and sworn to (or affirmed) before me on this 8<sup>th</sup> day of April, 2024,

by Brenda Fischbach (name of person making statement).

Notary Signature [Signature]

STAMP AND SEAL





**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes  
EXHIBIT D- Non-Collusion Affidavit**

State of Nevada County of Clark

Brenda Fischbach

being first duly sworn deposes that:

- (1) He/~~She~~ is the Representative of AMERICAN PRINTING, the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other Respondent, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent/team or any of its agents, representatives, owners, employees, or parties including this affiant.

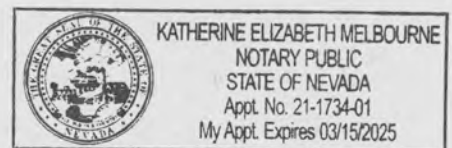
(Signed): Brenda Fischbach

Title: Manager

Subscribed and sworn to before me this 8th day of April 2024

[Signature]  
Notary Public

My Commission expires: 03/15/2025



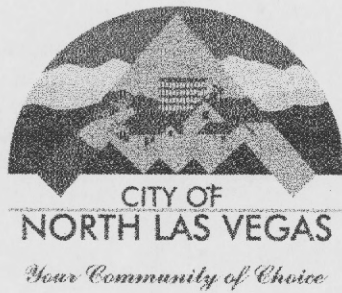


**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes  
EXHIBIT E- Written Certification**

Pursuant to NRS 332.065(4), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

<u>AMERICAN PRINTING</u>	<u>AMERICAN PRINTING</u>
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	LEGAL NAME OF RESPONDENT
<u>Brenda Fischel</u>	
AUTHORIZED SIGNATURE	DATE
<u>Manager</u>	
TITLE	



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes  
EXHIBIT F- Exceptions to North Las Vegas Service Agreement**

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

## PRINTING OF UTILITY BILLS AND ENVELOPES SERVICES AGREEMENT

This Printing of Utility Bills and Envelopes Services Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ ("Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation ("City") and [insert full legal name of Provider entity], a [insert entity type and state of origin] ("Provider").  
*AMERICAN PRINTING*  
*Commercial Printer in Nevada*

### WITNESSETH:

WHEREAS, the City requires secure services for printing bills and envelopes on a monthly basis for the City's Utilities Department, as described in the Annual Printing of Utility Bills, Envelopes Bid B-1722 ("Invitation to Bid"), attached hereto as Exhibit A and incorporated herein by reference ("Services"); and

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

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

### SECTION ONE SCOPE OF SERVICES

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

### SECTION TWO TERM

This Agreement shall commence on the Effective Date and will continue to be in effect for three (3) years ("Term"), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager or his/her designee, may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider.

### SECTION THREE COMPENSATION

Provider will provide the Services [at the rate of OR in the amount of] [\$ 112959.00 ], which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is [ ] (\$ 112959.00). The total not to exceed amount of this Agreement is [ ] (\$ 112959.00). The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com



## **SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES**

4.1. This Agreement may be terminated, in whole or in part, for convenience by the City, through its City Manager, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

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

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

## **SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES**

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

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

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

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

## **SECTION SIX INDEMNIFICATION**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its

subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION SEVEN INDEPENDENT CONTRACTOR**

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

## **SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION**

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

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

## **SECTION NINE INSURANCE**

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

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

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply

separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

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



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

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

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

9.1.5.8.3. 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.

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

9.1.7. 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.

## SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas  
Attention: Joy Yoshida  
2250 Las Vegas Blvd., North, Suite 820  
North Las Vegas, NV 89030  
Phone: 702-633-1745

To Provider: [AMERICAN PUBLIC] *AMERICAN PUBLIC*  
Attention: [BLONDA] FISCHBACH *BLONDA FISCHBACH*  
[1512 Fremont St] *1512 Fremont St*  
[LV NV 89101] *LV NV 89101*  
Phone: [702-384-3821] *702-384-3821*

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

## **SECTION ELEVEN SAFETY**

11.1. 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.

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

## **SECTION TWELVE ENTIRE AGREEMENT**

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

## **SECTION THIRTEEN MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.19. 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 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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



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

City of North Las Vegas,  
a Nevada municipal corporation

[ AMERICAN PRINTING ],  
a [ Nevada Corporation ]

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

By: [Signature]  
Name: Brandi Fischbach  
Title: Manager

Attest:

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

Approved as to form:

By: \_\_\_\_\_  
Micaela Rustia Moore, City Attorney

EXHIBIT A

Invitation to Bid – BID B-1722

Please see the attached page(s).

EXHIBIT B

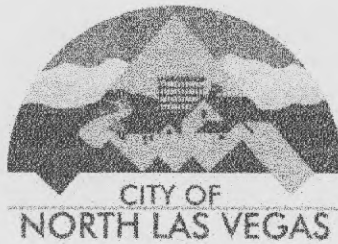
Bid

Please see attached page(s).

Mayor  
Pamela A. Goynes-Brown

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

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



*Your Community of Choice*

Finance Department  
Purchasing Department  
2250 Las Vegas Boulevard, North · Suite #820 · North Las Vegas, Nevada 89030  
Telephone: (702) 633-1745 · Fax: (702) 399-8426 · TDD: (800) 326-6868  
[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

March 18, 2024

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at [www.ngemnv.com](http://www.ngemnv.com) until April 8, 2024 at 1:00 P.M. local time (the "Bid Due Date"). A Bid opening will be held on a conference call via Google Meet, Telephone# 470-616-0563, Meeting Pin# 203 832 127# on the Bid Due Date.

An optional Pre-Bid Meeting will be held on March 25, 2024 at 9:30 a.m. local time via Google Meet conference call, Telephone # 302-440-4665, Meeting Pin# 295 466 126#. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns. Any and all questions asked during the Pre-Bid meeting must be submitted in writing either via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Buyer, at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com). The cut-off time for all questions is April 1, 2024, at 12:00 p.m. local time. All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

Bid documents may be accessed on NGEM or on the City of North Las Vegas (City) Purchasing Web Page (listed above). The City reserves the right to reject any and all Bids, waive any informality or technicality, or to otherwise accept Bids deemed in the best interest of the City. Capitalized terms contained in this Invitation to Bid are defined in the Definitions section on page 10.

Marie Leake  
Procurement Manager

Published in the Las Vegas Review Journal  
(March 18, 2024)



**CITY OF NORTH LAS VEGAS INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes**

**1. PUBLIC RECORDS:**

The Bid documents and all Bids submitted in response thereto are public records. You are cautioned not to put any material into the Bid that is proprietary in nature. The City is a public agency under state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records, including this Invitation to Bid, are public records which are subject to inspection and copying by any person, unless declared by law to be confidential.

**2. PERFORMANCE OF WORK:**

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

**3. FORM OF CONTRACT:**

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

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

Bids must be submitted online through the Nevada Government eMarketplace (NGEM). NGEM is an electronic bidding system used by a consortium of local government entities in Nevada for supplier registration and the submission of electronic bids and proposals. NGEM is available at [www.ngemnvn.com](http://www.ngemnvn.com). There is no cost for any Respondent to use NGEM, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Bids must be submitted on NGEM no later than the Bid Due Date and time. NGEM's server clock will govern time of submittal.

**5. EXPLANATION TO RESPONDENT:**

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

**6. METHOD OF EVALUATION AND AWARD OPTIONS:**

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

**7. ASSIGNMENT OF CONTRACTUAL RIGHTS:**

It is agreed that the Contract must not be assigned, transferred, conveyed, or otherwise disposed

of by either party in any manner, unless approved in writing by the other party or unless otherwise allowed pursuant to NRS 332.095(2). The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

**8. CONDITIONS OF BID SUBMITTAL:**

- (a) The Bid must be signed by a duly authorized official of the proposing firm or company submitting the Bid.
- (b) No Bid will be accepted from any person, firm, or company that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) No Bid will be accepted from any person, firm, or company if that person, firm, or company or any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Bid to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Bids shall be prepared in a comprehensive manner as to content. Neither expensive binders nor promotional material are necessary or required.

**9. BID PROTESTS:**

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

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

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

**10. LICENSES:**

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

**11. PUBLIC OPENING:**

Bids received will be opened and the name of the Respondent's company will be read via conference call at the time and place indicated in the Bid documents. Respondents, their authorized agents, and the public are invited to call in. No responsibility will attach to any City

official or employee for the pre-opening of, or the failure to open, a Bid not properly addressed or identified.

**12. TERM OF THE CONTRACT:**

The Contract shall begin on July 1, 2024 and have an initial term of three years. If the City determines, in its sole discretion, that Respondent has satisfactorily performed its obligations under the Agreement, the City Manager or his/her designee, may extend the Term for up to two (2) additional one year period(s) upon written notice to the Provider.

**13. INSURANCE:**

Prior to the commencement of the Contract, the successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will (i) waive subrogation against the City, its officers, agents, servants, and employees; (ii) will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required; (iii) will include or be endorsed to cover the Respondent's contractual liability to the City; and (iv) disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000.00 without the City's written approval. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after 30 days' written notice has been given to, and approved in writing by, the City Attorney or the City Risk Manager.

The policy shall provide the following minimum limits:

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

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

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

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



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

**ADDITIONAL INSURED STATUS:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Respondent 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 Respondent's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**PRIMARY COVERAGE:** For any claims related to this contract, the Respondent'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 Respondent's insurance and shall not contribute with it.

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

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

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

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

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

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

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

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

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

**VERIFICATION OF COVERAGE:** Respondent 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 Respondent'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.

**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.

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

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

**14. INDEMNITY:**

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

**15. PROVISIONS PROVIDED BY LAW:**

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

**16. ADDENDA INTERPRETATIONS:**

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

**17. CANCELLATION OF CONTRACT:**

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

**18. TERMINATION FOR CONVENIENCE:**

The City, through its City Manager or his/her designee, shall have the right at any time to terminate

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

**19. TAXES:**

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

**20. EXCEPTIONS:**

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

**21. FISCAL FUNDING OUT:**

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

**22. LIMITATION OF FUNDING:**

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

**23. ESCALATION:**

Prices may not be increased during the first three year term ("Initial Term"). The prices submitted in your Bid must remain firm throughout the Initial Term of the contract. Any intended escalation for the possible extensions must be included in the Respondent's Bid. If escalations are not included for the possible extensions, the price for the Initial Term will apply for each possible extension unless otherwise permitted by the City.

**24. AUDIT OF RECORDS:**

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

(b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Bid at any time



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

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

**25. INDEPENDENT CONTRACTOR:**

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

**26. COMPANY PERSONNEL:**

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

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

**27. KEY PERSONNEL:**

The City designates Joy Yoshida, Buyer, as the responsible party for managing this Bid Advertisement. She can be reached at 702-633-1745 or at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com) and is available Monday through Thursday from 7:00 am to 4:30 pm.

The City also designates Lectisia Romero, Utilities Financial Manager, as the project manager for this service. She can be contacted at 702-633-2674 or at [romerol@cityofnorthlasvegas.com](mailto:romerol@cityofnorthlasvegas.com) and is available Monday through Thursday from 8am to 6pm.

The cutoff date for any questions regarding this is April 1, 2024, at 12:00 p.m. Local Time. **Any questions submitted beyond this cut off time will not be answered.**



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes**

**DEFINITIONS**

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

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

**City** - the City of North Las Vegas.

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

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

**City Council** - the legislative body that governs the city.

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

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

**City Staff** - any person currently employed by the City.

**Contract** – the written agreement between the City and the Respondent selected by the City as having the lowest responsive and responsible Bid deemed to be in the City's best interest, as approved by City Council and fully executed by the parties.

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

**Key Personnel** - defined City employees listed in Paragraph 27.

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

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

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

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

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

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

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

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes**

**SCOPE OF WORK**

**1. Scope of Work:**

The City of North Las Vegas intends to award a contract to perform the printing of the utility bill stock, return envelopes, and mailing envelopes. In addition, the City's Utility Department does not have the space to hold a large supply of printing paper, but desires to buy the paper and envelope stock in bulk and have the vendor manage the inventory in a climate-controlled area. The City of North Las Vegas will request releases on an as needed basis (typically monthly). Contract requires vendor be a commercial printer using onsite offset presses, providing a single point of contact. Print Brokers are not eligible, and digital machines are not acceptable for this project.

**2. Utility Billing Equipment:**

The City of North Las Vegas uses the DI 2000 Inserting System and Riso 3010 printers. The utility bills, return envelopes and mailing envelopes that the supplier will provide must perform flawlessly in these units. Prior to awarding the contract, the apparent lowest, responsive, responsible vendor will be given a "trial" order so the City may see how their bills perform in the equipment. If the awarded vendor's trial does not meet the requirements and or/jams in our equipment, the City may go to the next low bid, until the City finds a supplier that meets their requirements.

**3. Pre-Award meeting:**

Upon "Recommendation of Award" and prior to awarding the contract, the apparent lowest, responsive, responsible vendor will be contacted and required to meet with representative(s) of the Utility department. At this meeting the Respondent can ask final questions in preparation of the printing of the testing bills and envelopes that will be used to determine the items you provided in the bid pricing meets the specifications requested and runs successfully, without errors prior to the actual award of the contract.

**4. Contractor Responsibilities:**

Method of evaluation and award of Contract will be conducted by City personnel. The City will award this Bid to the Respondent(s) that submits the lowest responsive and responsible Bid deemed to be in the City's best interest. The City will also consider references / referrals of the Respondent by other City entities, as well as Government and Corporate Organizations. During the contract period, performance evaluations will take place. If the City finds issues that need to be resolved, verbal contact, written verbal contact, last letter of concerns may be issued by the City.

This page defines the specifications for the Billing Statements, Utility Billing Envelopes (outer) and the Utility Billing Envelopes (return).

Item Number 1 – **Billing Statement Specifications:**

- ✓ 8.5" x 11" 24# Print Works, White, 92 bright, printed 1/1
- ✓ One color in black ink single sided document
- ✓ Use of Offset Presses Required
- ✓ Digital Machines are not acceptable for this project
- ✓ Micro perforated at 3-3/4" horizontal on 8-1/2"
- ✓ Utility Bills are processed on an Inkjet Printer and machine folded
- ✓ Packaging shall be in boxes of 2,500; shrink wrapped with chip board in lots of 500

Item Number 2 – **Utility Billing Envelope-Outer:**

- ✓ #10 Poly window envelope 24# - Reverse Flap – Conversion Envelope
- ✓ Printed 1/0 Black ink
- ✓ Machinable - Rated for high-speed insertion with Reverse Flap
- ✓ Window size 4-1/2" x 1-1/8" – Non-standard/special window position
- ✓ Packaged 500 to a box with 2,500 in a case

Item Number 3 – **Utility Billing Envelope-Return:**

- ✓ #9 Right hand, 24# Poly Window Envelopes
- ✓ Printed 1/0 Black ink
- ✓ Machinable
- ✓ Window size 4-1/2" x 1-1/8" – Non-standard/special window position
- ✓ Packaged 500 to a box with 2,500 in a case

Estimated annual quantity 1,100,000 each. Releases will be on a monthly basis. Estimated monthly usage is 80,000 to 90,000 per month. Awarded vendor will be required to manage and store non-used inventory until in a fully climate-controlled building until Utility Department requests a release and delivery. All deliveries will be made to the Utility Department located at 2250 Las Vegas Blvd N. North Las Vegas, NV 89030.

**PLEASE REVIEW THE ATTACHED SAMPLES FOR REPRESENTATION ONLY!**

**Sample**

BILLING STATEMENT ONE SIDED

NEXT PAGE SIDE 1

FOLLOWED BY SIDE 2

Item Number 1 – **Billing Statement Specifications:**

- ✓ 8.5" x 11" 24# Print Works, White, 92 bright, printed 1/0
- ✓ One color in black ink single sided document
- ✓ Use of Offset Presses Required
- ✓ Digital Machines are not acceptable for this project
- ✓ Micro perforated at 3-3/4" horizontal on 8-1/2"
- ✓ Utility Bills are processed on an Inkjet Printer and machine folded
- ✓ Packaging shall be in boxes of 2,500; shrink wrapped with chip board in lots of 500



SIDE ONE



## SELF SERVICE, PHONE AND PAYMENT OPTIONS

### We've moved our services online!

- Scan the QR code below using your mobile device.
- Scroll down to select the option you need.



### ¡Hemos movido nuestros servicios en línea!

- Escanee el código QR anterior usando su teléfono móvil.
- Desplácese hacia abajo para seleccionar la opción que necesita.

### Phone Payments and Customer Service Options:

The Customer Service Call Center is open

Monday - Thursday

8 a.m. to 5:45 p.m.

CLOSED Friday, Saturday, Sunday and Holidays

OR

Use our 24-hour automated account information line at any time.

(702) 633-1484

### PAYMENT OPTIONS

#### Direct Debit

Pay utility bills by automatic withdrawal from your bank account. For more information log into your online account at [payutil.cityofnorthlasvegas.com](http://payutil.cityofnorthlasvegas.com)

#### Online

Pay your utility bills online at: [payutil.cityofnorthlasvegas.com](http://payutil.cityofnorthlasvegas.com)  
OR  
Pay online through your bank. Please contact your bank for more information.

#### Mail

Mail a check or money order along with the attached payment remit slip in the provided envelope to:

City of North Las Vegas

Utilities Department

P.O. Box 360118

North Las Vegas, NV 89036-0118

(please do not staple or fold remit slips)

#### Drop Box Location

For your convenience a payment drop box is located in the customer parking lot west of City Hall:

2250 Las Vegas Blvd. N.  
North Las Vegas, NV 89030

#### Kiosk Locations

A convenient outdoor payment kiosk is located at City Hall and is available 24-7. There are also two indoor kiosks which are available during regular business hours. Cash, check, Visa, MasterCard, Discover and American Express are accepted. Change for cash payments is not available.

#### PayNearMe (Cash Payments)

PayNearMe allows you to pay your utility bill with cash at 7-Eleven. There is no fee and the payment is received and posted to your utility account on the same day. To make a payment, take this bill to any 7-Eleven and present it to the cashier with the barcode and instructions listed on the front of the bill. You can also go online to [payutil.cityofnorthlasvegas.com](http://payutil.cityofnorthlasvegas.com) to print a copy of your recent bill with the barcode on it.

### MORE INFORMATION

#### Discontinue Service

To discontinue an account and receive a closing meter reading and bill, a discontinue request must be made by visiting [www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com). Search *Contact City Online* and complete the form, or contact customer service at (702) 633-1484. You will be asked to provide a disconnection date, service address and forwarding address. Until such notice has been made, the premises shall be deemed occupied by the customer and late fees and payment liability continues.

#### Ratepayer's Glossary

**Late Fee:** Failure to pay the entire amount shown on the monthly bill by the established due date will result in a late penalty charge of ten percent (10%) of the entire bill.

**Service Charge:** Charge for reconnecting your water service after the utility has turned off or attempted to turn off your water because of non-payment of past due charges.

**Returned Payment Fee:** A \$25.00 fee will be charged for all returned payments.

#### Important Contacts

**Water Emergency Number** (after Customer Service closes at 5:45 p.m.):  
(702) 633-1275

**Conservation Information (Reporting Water Waste & Landscaping Rebates):**  
(702) 633-1216

#### Trash and Recycling:

For missed pick ups, special services or recycling information please contact Republic Services at: (702) 735-5151

#### Español

Para obtener información en Español por favor llame (702) 633-1484.

#### Website

For more information visit: [www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

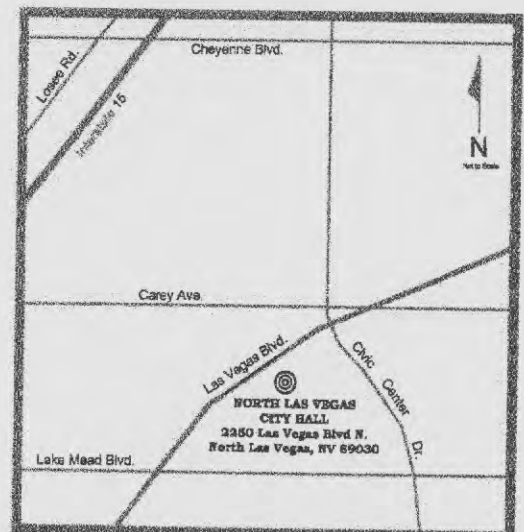
IF ANY OF THE FOLLOWING INFORMATION HAS CHANGED PLEASE INDICATE BELOW.

Account Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_



SIDE 2

INTENTIONALLY  
LEFT BLANK

## Sample

### UTILITY BILLING ENVELOPE - OUTER

#### Item Number 2 – Utility Billing Envelope-Outer:

- ✓ #10 Poly window envelope 24# - Reverse Flap – Conversion Envelope
- ✓ Printed 1/0 Black ink
- ✓ Machinable - Rated for high-speed insertion with Reverse Flap
- ✓ Window size 4-1/2" x 1-1/8" – Non-standard/special window position
- ✓ Packaged 500 to a box with 2,500 in a case





*Show Community of Choice*  
**CITY OF  
NORTH LAS VEGAS**

**Utilities Department**  
P.O. Box 365423  
North Las Vegas, NV 89036-9423



PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID
PERMIT NO. 127

## Sample

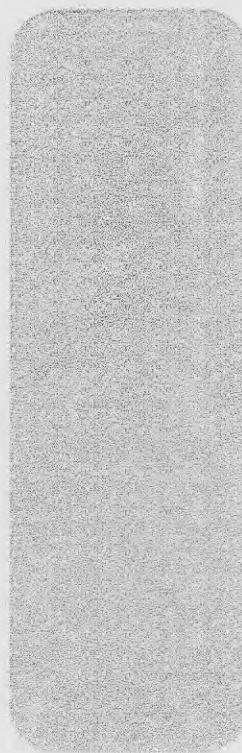
### UTILITY BILLING ENVELOPE - RETURN

Item Number 3 – **Utility Billing Envelope-Return:**

- ✓ #9 Right hand, 24# Poly Window Envelopes
- ✓ Printed 1/0 Black ink
- ✓ Machinable
- ✓ Window size 4-1/2" x 1-1/8" – Non-standard/special window position
- ✓ Packaged 500 to a box with 2,500 in a case



PLACE  
STAMP  
HERE



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**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1722 Annual Printing of Utility Bills, Envelopes**

**EXHIBIT LISTING**

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

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

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

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

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

**Exhibit E** – Written Certification Required by NRS 332.065(4) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.

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



**american printing**

"YOUR FRIENDLY PRINTER"

Since 1967

1512 Fremont St.  
Las Vegas, NV. 89101  
Phone: 702-384-3821  
FAX: 702-384-5693

## Estimate

No: **93755**

Date: 3/21/24

Customer No: 25

Kelley Murphey  
City of North Las Vegas  
2250 Las Vegas Blvd, Suite 710  
North Las Vegas NV 89030  
Phone: 702-633-1292  
Fax: 702-649-9784  
E-Mail: MurpheyK@cityofnorthlasvegas.com

Quantity	Description	Amount
1,100,000	#9 Right-hand 24# NEW Poly Window Envelopes printed 1/0 Black Ink, TURN AROUND TIME WILL BE 4 WEEKS.	\$ 36,190.00
1,100,000	#10 Poly Window Envelope 24# - Reverse Flap - printed 1/0 Black Ink, Turn around time will be 4 weeks.	\$ 38,808.00
1,100,000	Utility Bill Perf Paper - 1 sided, 8.5 x 11, 24# Print Works White 92Bright, printed 0/1 black ink with perforation @ 3-3/4 horizontal on 8 1/2" - TURN AROUND TIME WILL BE 3 - 4 weeks.	\$ 37,961.00
Sales Rep: Brenda Fischbach		
Estimate valid for 7 days. Pricing is based upon receipt of customer supplied files. Graphic charges may apply. A <del>CUSTOMER SERVICE FEE</del> of 3% applies to the total charge when paying by credit card.		SUBTOTAL
		TAX
		SHIPPING
		TOTAL
Utility Bill Perf Paper, #9 and #10		\$ 112,959.00
		\$ 112,959.00



# BUSINESS LICENSE

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

Mailing Address:

**AMERICAN PRINTING  
1512 FREMONT ST  
LAS VEGAS, NV 89101**

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

License Number: **BL105933**

Expiration Date: **08/31/2024**

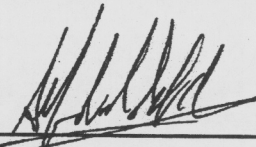
Type of License: **TRUCKING**

Classification: **TRUCKING**

Business Location: **AMERICAN PRINTING  
1512 FREMONT ST  
LAS VEGAS, NV 89101**

Owner/Principal(s): **AMERICAN PRINTING**

**CITY OF  
NORTH LAS VEGAS**

  
\_\_\_\_\_  
Alfredo Melesio

Director of Land Development & Community  
Services

**This license is not transferable  
POST IN A CONSPICUOUS PLACE**



AMERPRI-01

TTHORNTON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2024

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 Capstone Risk Management Insurance A Division of Patriot Growth Insurance Services, LLC 8681 W. Sahara Ave., Suite 100 Las Vegas, NV 89117	CONTACT NAME:		
	PHONE (A/C, No, Ext): (702) 227-5727	FAX (A/C, No): (702) 227-5753	
INSURED  American Printing, Inc. 1512 Fremont Las Vegas, NV 89101	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Insurance Company		29424
	INSURER B : Markel Insurance Company		38970
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	53 SBA AM8173	7/17/2023	7/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	53 UEC HD8133	7/17/2023	7/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			53 SBA AM8173	7/17/2023	7/17/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	53 WEC BA8U4N	10/28/2023	10/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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


## Evidence of Insurance

City of North Las Vegas is included as additional insured per written contract with respect to General Liability per form SS 00 08 04 05 and to Auto Liability per form HA 99 16 12 21 attached subject to policy terms, conditions, and exclusions.

Waiver of subrogation applies to General Liability per form SS 00 08 04 05 and Auto Liability per form HA 99 16 12 21 attached subject to policy terms, conditions, and exclusions.

## CERTIFICATE HOLDER

## CANCELLATION

City of North Las Vegas Attn: Risk Management 2250 Las Vegas Blvd. No., #710 North Las Vegas, NV 89030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

## A. COVERAGES

### 1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

#### Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D**. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C**. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C**. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;



## BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
  - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
  - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

## 2. MEDICAL EXPENSES

### Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
  - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
  - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - (5) All costs taxed against the insured in the "suit".
  - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (b) Provides us with written authorization to:
    - (i) Obtain records and other information related to the "suit"; and
    - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

## **B. EXCLUSIONS**

### **1. Applicable To Business Liability Coverage**

This insurance does not apply to:

#### **a. Expected Or Intended Injury**

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

#### **b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

## BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

### f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible;
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

**i. War**

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;



- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**l. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.



## BUSINESS LIABILITY COVERAGE FORM

### **o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

### **p. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
  - (i) Your web site; or
  - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

**q. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion**

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

## BUSINESS LIABILITY COVERAGE FORM

### 2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

**f. Products-Completed Operations Hazard**

Included with the "products-completed operations hazard".

**g. Business Liability Exclusions**

Excluded under Business Liability Coverage.

### C. WHO IS AN INSURED

**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

**(2) "Property damage" to property:**

- (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written



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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:  
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:



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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

#### **1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

#### **2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

#### **3. Each Occurrence Limit**

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

#### **4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

#### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

#### **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

### **d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### **e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### 6. Representations

#### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

#### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

#### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

#### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

#### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

#### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision – Permits**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

**7. Additional Insured – Vendors**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Controlling Interest**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.



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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### 9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in **a.** above;
  - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
  - a. Stored as or on;
  - b. Created or used on; or
  - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

**12. "Insured contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D. – Liability and Medical Expenses Limits of Insurance.**
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

## BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written or electronic publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**
- 19. "Products-completed operations hazard";**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20. "Property damage" means:**
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**
- 23. "Volunteer worker" means a person who:**
- a. Is not your "employee";

## BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

### 24. "Your product":

#### a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

#### b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

### 25. "Your work":

#### a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

#### b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

**Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:**

##### **d. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **e. Employees as Insureds**

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **f. Lessors as Insureds**

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (a) The agreement requires you to provide direct primary insurance for the lessor and
  - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **g. Additional Insured if Required by Contract**

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and



- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**2. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

**3. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

#### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

#### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

#### 6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

#### 7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

#### 8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### 9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **10. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **11. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **12. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

#### **14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **15. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **16. WAIVER OF SUBROGATION**

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **17. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **18. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

## **19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

## **20. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.