

THIRD AMENDMENT TO CITY-WIDE CUSTODIAL SERVICES AGREEMENT

This Third Amendment to City-Wide Custodial Services Agreement (“Third Amendment”) is made and entered into as of **February 1, 2025** (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and CCS Facility Services-Nevada, Inc., a California corporation., (“Provider”; collectively, City and Provider will be referred to as the “Parties”).

WITNESSETH:

WHEREAS, on September 28, 2023, City and Provider entered into the City-Wide Custodial Services Agreement (“Original Agreement”), a copy of which is attached hereto as **Exhibit A**;

WHEREAS, on December 19, 2023, the City and Provider entered into a First Amendment to the City-Wide Custodial Services Agreement (“First Amendment”) to amend Section 9.2 to increase the background check requirement by provider. A copy of the First Amendment is attached hereto as **Exhibit B**;

WHEREAS, on September 24, 2024, the City and Provider entered into a Second Amendment to the City-Wide Custodial Services Agreement (“Second Amendment”) to add two (2) additional locations to be services under the Agreement. A copy of the Second Amendment is attached hereto as **Exhibit C**. (The Original Agreement, the First Amendment, the Second Amendment and this Third Amendment are referred to as the “Agreement”);

WHEREAS, the Parties wish to amend the contract to add two (2) additional locations to be serviced under the Agreement, North Star Academy, located at 375 West Centennial Parkway, North Las Vegas NV 89030, the Dolores Huerta Resource Center, located at 1737 Hunkins Drive, North Las Vegas, NV 89030, and the Craig Ranch Regional Park Maintenance Building located at 328 WE Crag Rd, North Las Vegas, NV 89032 (“Additional Services”). This Additional Services will be provided at the rates on Quotes, which are attached hereto as **Exhibit D**; and

WHEREAS, to account for the Additional Services and related rates, the Parties wish to amend the total monthly services amount of the Agreement from Twenty-Seven Thousand Seven Hundred Sixty-Five Dollars and 00/100 (\$27,765.00) to Thirty-Two Thousand, Nine Hundred Seventy-Five Dollars and 00/100 (\$32,975.00) beginning February, 2025. The total not-to-exceed amount of the Agreement will increase from Nine Hundred Eighty-One Thousand Nine Hundred Dollars and 00/100 (\$992,680.00) to One Million, Eighty-One Thousand, Two Hundred Fifty Dollars and 00/100 (\$1,081,250.00); and

WHEREAS, the Original Agreement shall be amended as described herein as of the Effective Date of this Second Amendment.

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:

AGREEMENT

1. Section 3.1 of the Original Agreement shall be deleted and replaced with the following:

“Provider will provide the Services in the amount of Twenty-Seven Thousand Two Hundred Seventy-Five Dollars and 00/100 (\$27,275.00) per month from the Agreement’s Effective date until August 2024, in the amount of Twenty-Seven Thousand Seven Hundred Sixty-Five (\$27,765.00) per month from September 2024 until January 2025, Thirty-Two Thousand, Nine Hundred Seventy-Five Dollars and 00/100 (\$32,975.00) per month beginning February 2025, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The total not-to-exceed amount of this Agreement is One Million, Eighty-One Thousand, Two Hundred Fifty Dollars and 00/100 (\$1,081,250.00), as specified in Schedule A below.”

Schedule A:	
Fiscal Year:	Amount:
Effective Date - June 30, 2024	\$327,300.00
July 1, 2024– June 30, 2025	\$358,250.00
July 1, 2025 – June 30, 2026	\$395,700.00
TOTAL:	\$1,081,250.00

2. Exhibit D to this Second Amendment is hereby incorporated to the Agreement.

In all other respects, the Parties confirm and re-affirm the terms and provision of the Original Agreement.

3. For the purpose of this Amendment, the use of signatures via facsimiles, email, or other electronic medium shall have the same force and effect as original signatures.

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

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

City of North Las Vegas,
a Nevada municipal corporation

By: _____
Pamela Goynes-Brown, Mayor

CCS Facility Services-Nevada Inc.,
a California corporation

By: Brijida Castro
Name: Brijida Castro
Title: General Manager

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Andy Moore, City Attorney

EXHIBIT A

Original Agreement

Please see the attached page(s).

CITY-WIDE CUSTODIAL SERVICES AGREEMENT

This City-Wide Custodial Services Agreement (“Agreement”) is made and entered into as of 09/28/2023 07:50:45 PDT (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and CCS Las Vegas Janitorial Inc., a Colorado corporation (“Provider”).

WITNESSETH:

WHEREAS, the City requires City Wide Custodial Services, as described in the City-Wide Custodial Services Bid B-1695 (“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 the terms of the Invitation to Bid, incorporated herein and attached as Exhibit A, Provider’s Bid, incorporated herein and attached as Exhibit B, Revised Cost Proposal incorporated herein and attached as Exhibit C, and the terms, conditions, and covenants set forth in this Agreement. Provider shall at its own expense comply at all times with all municipal, county, state, and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

SECTION TWO TERM

This Agreement shall commence on the Effective Date and will continue to be in effect for three years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

SECTION THREE COMPENSATION

3.1. Provider will provide the Services in the amount of Twenty Seven Thousand Two Hundred Seventy-Five Dollars and 00/100 (\$27,275.00) per month, 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 Three Hundred Twenty-Seven Thousand Three Hundred Dollars and 00/100

(\$327,300.00). The total not to exceed amount of this Agreement is Nine Hundred Eight-One Thousand Nine Hundred Dollars and 00/100 (\$981,900.00).

FISCAL YEAR	AMOUNT PER FISCAL YEAR
Effective Date - June 30, 2024	\$327,300.00
July 1, 2024 – June 30, 2025	\$327,300.00
July 1, 2025 – June 30, 2026	\$327,300.00
TOTAL	\$981,900.00

SECTION FOUR PRICE ESCALATION REQUESTS

4.1. The pricing may be changed due to the fluctuations in the cost of doing business incurred by the Provider. If a decrease occurs on the cost of doing business, the City shall receive the benefit of the change with a corresponding decrease in pricing to the City. If an increase occurs in the cost of doing business, the Provider may request one (1) price escalation annually, not to exceed three percent (3%), provided written justification is submitted to the City at least thirty (30) calendar days before the anniversary date of the Agreement. Only recognized economic indices (such as the Consumer Price Index for Western States) will be used in determining approval of a proposed price increase. The Provider shall provide any supporting documentation requested by the City, and the City shall, in its sole discretion, determine if the price revision is justified for the subsequent annual term of this contract through a signed Amendment. Provider shall not pass along any price increase to the City before obtaining written approval from the City.

SECTION FIVE TERMINATION OR SUSPENSION OF SERVICES

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

5.2. 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.

5.3. 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 SIX PROVIDER REPRESENTATIONS AND WARRANTIES

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

6.1.1. 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.

6.1.2. 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.

6.1.3. 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 SEVEN 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 EIGHT 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 NINE CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

9.1. 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.

9.2. 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. The City may require each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property to submit to a background check performed by the City's Police Department ("Background Check"), and each employee, agent, or subcontractor must satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement. For this Agreement the City is requiring a Level 2 Background which includes Federal fingerprinting, drug screening, and County and Nationwide Criminal History Checks.

SECTION TEN INSURANCE

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

10.1.1. 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.

10.1.2. 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 \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. 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.

10.1.3. 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.

10.1.4. 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.

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

10.1.5.1. 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).

10.1.5.2. 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.

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

10.1.5.4. 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.

10.1.5.5. 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.

10.1.5.6. 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.

10.1.5.7. 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.

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

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

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

10.1.5.8.3. 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.

10.1.6. 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.

10.1.7. 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

11.1. 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: Marie Leake 2250 Las Vegas Blvd., North, Suite 820 North Las Vegas, NV 89030 Phone: 702-633-2440
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To Provider: CCS Las Vegas Janitorial Inc.
Attention: Steve Larson
1165 S. Pennsylvania Street, Suite 200
Denver, CO 80210
Phone: 303-733-8997

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

SECTION TWELVE SAFETY

12.1. 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.

12.2. 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 THIRTEEN 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 FOURTEEN MISCELLANEOUS

14.1. 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.

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

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

14.4. 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.

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

14.6. 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.

14.7. 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.

14.8. 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.

14.9. 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.

14.10. 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.

14.11. 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.

14.12. 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.

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

14.14. 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.

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

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


14.17. 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.

14.18. 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.

14.19. 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.

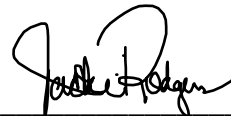
City of North Las Vegas,
a Nevada municipal corporation

By: 
Pamela A. Goynes-Brown, Mayor

CCS Las Vegas Janitorial, Inc.
a Colorado corporation

By: Steve Larson
Name: Stephen Larson
Title: EVP

Attest:

By: 
Jackie Rodgers, City Clerk

Approved as to form:


By: 
Micaela Rustia Moore, City Attorney

EXHIBIT A

Invitation to Bid – BID B-1695

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

May 9, 2023

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B1695 City-Wide Custodial Services

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnva.com until **June 8, 2023 at 1:00 P.M. local time** ("Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone# 732-630-0962, Meeting Pin# 705 970 361# on the Bid Due Date.**

Prior to the Pre-Bid Meeting discussed below, the City will schedule a mandatory walkthrough of the City facilities involved in this bid. The mandatory walkthroughs are scheduled for **May 16, 2023 at 9:00 am local time**. Those attending the walkthroughs must be at North Las Vegas City Hall by 9:00 am on May 16, 2023. Those attending the walkthroughs must provide their own transportation.

An optional Pre-Bid Meeting will be held on **May 18, 2023 at 10:00 a.m. local time** via Google Meet conference call, Telephone # 929-299-3622, Meeting Pin# 438 362 599#. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns. Any and all questions asked during the Pre-Bid meeting must be submitted in writing either via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **May 25, 2023, at 12:00 p.m. local time**. All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

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

Marie Leake
Procurement Manager

Published in the Las Vegas Review Journal
(May 9, 2023)

**CITY OF NORTH LAS VEGAS INVITATION TO BID
BID B1695 City-Wide Custodial Services**

1. PUBLIC RECORDS:

The Bid documents and all Bids submitted in response thereto are public records. You are cautioned not to put any material into the Bid that is proprietary in nature. The City is a public agency 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. There is no cost for any Respondent to use NGEM, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Bids must be submitted on NGEM no later than the Bid Due Date and time. NGEM's server clock will govern time of submittal.

5. EXPLANATION TO RESPONDENT:

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

6. METHOD OF EVALUATION AND AWARD OPTIONS:

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

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

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

8. CONDITIONS OF BID SUBMITTAL:

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

9. BID PROTESTS:

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

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

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

10. LICENSES:

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

11. PUBLIC OPENING:

Bids received will be opened and the name of the Respondent's company will be read via

conference call at the time and place indicated in the Bid documents. Respondents, their authorized agents, and the public are invited to call in. No responsibility will attach to any City official or employee for the pre-opening of, or the failure to open, a Bid not properly addressed or identified.

12. TERM OF THE CONTRACT:

The Contract shall have a term of three years or as otherwise stated in the Contract.

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 Proposal.

COMMERCIAL GENERAL LIABILITY (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

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 \$2,000,000 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 term of the Contract.

24. AUDIT OF RECORDS:

- (a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Bid in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Bid for a period of three (3) years after completion of this Bid and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Bid. The successful Respondent agrees to give the City access to records immediately upon request.
- (b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Bid at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information concerning successful Respondent's operation hereunder, at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent

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

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

25. INDEPENDENT CONTRACTOR:

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

26. COMPANY PERSONNEL:

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

27. PROGRESSIVE PLAN FOR DEALING WITH POOR PERFORMANCE RELATED TO JANITORIAL EFFORTS:

- (a) City personnel will perform quality control inspections over the lifetime of the Contract.
- (b) Successful Respondent may contact City Representative for the building to discuss any deficiencies received.
- (c) City will perform a re-inspection of the facility at City's convenience to ensure that deficiencies from the failed inspection have been corrected.
- (d) If successful Respondent fails re-inspection, City will issue a Cause and Corrective Action Notice stating the deficiencies and the timeframe of the correction.
- (e) Acceptable performance under this contract shall be deemed as having no more than three failed inspections in a twelve (12) month period regardless of corrections or acceptance of re-inspection. City may terminate contract upon the fourth (4th) failed inspection in twelve (12) month period.

28. KEY PERSONNEL:

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

The City also designates Bobby Mayes, Manager Infrastructure Maintenance, as the project manager for this service. He can be contacted at 702-633-1487 or at mayesb@cityofnorthlasvegas.com and is available Monday through Thursday from 5:30 am to 3 pm.

The cutoff date for any questions regarding this is **May 25, 2023, at 12:00 p.m. Local Time. Any questions submitted beyond this cut off time will not be answered.**

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B1695 City-Wide Custodial Services**

DEFINITIONS

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

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

City - the City of North Las Vegas.

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

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

City Council - the legislative body that governs the city.

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

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

City Staff - any person currently employed by the City.

Contract – the written agreement between the City and the Respondent selected by the City as having the 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 B1695 City-Wide Custodial Services**

1. SCOPE OF WORK

**TECHNICAL SPECIFICATIONS FOR JANITORIAL SERVICES
GENERAL CLEANING STANDARDS**

1. Minimum Cleaning Standards:

It is the intent of the City of North Las Vegas ("City") that all facilities be maintained at a high standard of cleanliness. All materials and equipment required for cleaning, including floor finishes and restroom chemicals, shall be of acceptable industrial quality and are subject to approval by the City. The following standards are therefore intended to be included as the acceptable minimum level of service as directed in the cleaning specifications. Cleaning frequencies set forth in these specifications are meant to be working guidelines for specific areas, dependent upon type and frequency of the use. These standards are not to be construed as complete and all items not specifically included but found necessary to properly clean the building shall be included as though written into these specifications.

2. Clean:

The term "clean" as defined generally shall mean the removal of trash, dirt, dust, soil, lint, marks, stains, smudges, spots, film, streaks, and odors from all cleanable surfaces.

3. Safety:

The Successful Respondent will be responsible for instructing its employees about safety measures considered appropriate. Personnel will not place equipment or materials in traffic lanes or other locations in such a manner as to create safety hazards. They will provide, place, and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or waxing operations.

GENERAL CLEANING SPECIFICATIONS FOR ALL BUILDINGS

Note: These specifications apply to all buildings in this contract. In addition, there may be additional tasks for individual sites as requested by a City representative.

Task Description

Frequency

A. Trash Removal:

- | | |
|--|-------|
| 1. Removal of trash from trash receptacles and other waste material labeled as trash must be taken to the appropriate dumpster location. Do not assume something is trash unless it is in a trash receptacle or marked trash. | Daily |
| 2. Replace all plastic liners that do not appear new. This includes odorous, soiled, or torn liners. All receptacles must have liners. All liners must be the appropriate size and must be tied or fit tightly around rim and have air removed to allow light weight objects to be dropped in. | Daily |
| 3. Trash receptacles must be cleaned and sanitized (inside and out) | |

including swinging tops.	
Spot Clean	Daily
Thoroughly Clean	Weekly
4. Stainless steel receptacles must be cleaned and polished including cabinet (inside and out). Surface should be left non-oily, streak free with uniform appearance.	Daily
5. Clean ashtrays and sand urns. Refill sand urns as needed.	Daily
B. Drinking Fountains:	
1. Clean and sanitize all drinking fountains.	Daily
2. Remove all mineral deposits.	Daily
3. Polish all stainless-steel fountains and splash guards leaving a non-oily, lint and streak free appearance.	Daily
4. Clean all chrome and/or plastic fixtures and exterior painted surfaces.	Daily
C. Doors:	
1. Clean door push plates, trim, and handles.	Daily
2. Spot clean fingerprints around handles and edges of doors.	Daily
3. Spot clean door casings/frames.	Daily
4. Thoroughly clean door jambs, kick plates, thresholds, and all areas of doors and frames.	Weekly
D. Walls:	
1. Spot clean around light switches, doorways, drinking fountains, trash receptacles, pay telephones and any areas where walls get frequent soiling.	Daily
2. Wash with appropriate cleaning agent and wipe dry any spots, fingerprints, splashes, spills, areas where feet are placed on walls, and any other type of soil including graffiti that will scrub off.	Weekly
3. Dust all horizontal surfaces within 70 inches from floor using treated cloths.	Monthly
E. Furniture:	
1. Dust and/or spot clean all exposed furniture tops and shelves.	Daily
2. Clean all soil marks, dust and fingerprints from all exposed furniture tops and sides paying close attention to sides of furniture where trash receptacles are located. This task must be accomplished in a manner that does not disturb any of the objects that are on the surface. An appropriate cleaner or polish must be used. When completed, the	Semi-Monthly

surface should have no oily residue feel or streaking.

- | | |
|--|-------|
| 3. A complete cleaning and polishing of the surface shall be done any time the surface is cleared of all objects. This includes office desks, school desks, tables, and all other furniture. | Daily |
|--|-------|

Note: This does not include game tables such as pool or ping pong Tables, etc.

- | | |
|---|-----------|
| 4. Vacuum and spot clean upholstered furniture. | Monthly |
| 5. Fabric/Upholstered Furniture cleaning. | Quarterly |

F. Service/Customer Counters:

- | | |
|---|--------------|
| 1. Wet clean and wipe dry all areas on both customer side and employee side that are soiled daily. | Daily |
| 2. Clean both sides of all glass partitions. | Daily |
| 3. Thoroughly dust and clean entire counter, cabinets, and cabinet doors, leaving a streak free appearance. | Semi-Monthly |

G. Handrails (wood, metal, plastic):

- | | |
|--|--------|
| 1. Damp clean to remove dust and fingerprints etc. | Weekly |
|--|--------|

H. Glass Doors and Windows:

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|---|--------------|
| 1. Clean both sides of all interior glass doors. | Daily |
| 2. Main entrance and lobby windows and glass doors shall be cleaned inside and out including exterior. | Daily |
| 3. Spot clean interior glass/Plexiglas windows on both sides. | Daily |
| 4. Clean all interior glass/Plexiglas windows, both sides. | Semi-monthly |
| 5. All accessible exterior windows shall be cleaned inside and out including the removal of mineral deposits. | Quarterly |

I. Glass Display Cases:

- | | |
|--------------------------|-------|
| 1. Clean exterior top. | Daily |
| 2. Clean exterior sides. | Daily |

J. Window Ledges/Frames/Sills (including wall panel frames):

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|------------------------------------|--------|
| 1. Vacuum, dust, and or damp clean | Weekly |
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K. Vertical or Horizontal Blinds:

- | | |
|------------------------------------|---------|
| 1. Vacuum, dust and or damp clean. | Monthly |
|------------------------------------|---------|

L. Ceiling Fans:

- | | |
|------------------------------------|------------|
| 1. Vacuum, dust and or damp clean. | Bi-monthly |
|------------------------------------|------------|

M. Supply and Return Air Vents:

- | | |
|--|------------|
| 1. Vacuum, dust, and or wipe clean, including area around vents. | Bi-monthly |
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N. Recycle Material Removal:

1. Removal of recycling from receptacles, offices, common spaces, lobbies, kitchens, breakrooms and other material labeled as recycling, must be taken to the appropriate dumpster location. Do not assume anything is recycling unless it is in a receptacle or marked as recycling. This task should be completed daily.
2. Recycle receptacles must be cleaned (inside and out) daily.
3. Metal recycle receptacles must be cleaned and polished.
Surface should be left non-oily, streak free with uniform appearance.
This task should be done Monthly.

CLEANING SPECIFICATIONS FOR AREAS COMMON TO MOST BUILDINGS

Note: These specifications apply to all buildings in this Contract. In addition, there may be additional tasks for individual sites as requested by a City representative.

Task Description**Frequency****A. Restrooms:**

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|---|--------------|
| 1. Trash removal and receptacle care covered in General Cleaning Specifications. | Daily |
| 2. Empty sanitary napkin disposal units. Replace wax or plastic liners. Clean, disinfect, and polish. | Daily |
| 3. Wash mirrors with glass cleaner leaving no streaks. | Daily |
| 4. Clean, polish, and sanitize sinks, counters, and trim. | Daily |
| 5. Clean and sanitize toilets, seats, urinals, and chrome fixtures. | |
| 5a. Remove mineral deposits. | Daily |
| 6. Spot clean partition doors. | Daily |
| 6a. Spot clean partition walls and tile or painted walls beside urinals and toilets. | Daily |
| 6b. Spot clean walls around trash receptacle, soap dispensers, sinks, around and under hand towel dispensers. | Daily |
| 7. Wet clean and wipe dry all partitions, walls and doors, tile walls, or any other cleanable wall surfaces entirely. | Semi-Monthly |

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|---|-------|
| 8. Clean and polish all stainless steel fixtures and dispensers. | Daily |
| 9. Restroom floors - see Floor Care Specification. | Daily |
| 10. Stocking restroom dispensers. | Daily |
| 10a. It is extremely important that all dispensers be stocked to maximum capacity and an adequate amount of supplies be left for restocking during the day, including toilet tissue, paper hand towels, toilet seat covers, hand soap and trash liners.
Note: Proper size and type of supplies that fit dispensers must be used. Stocking of refill supplies in the area of the dispensers is not permitted.
The use of highly scented, objectionable or odoriferous cleaners, air fresheners, and deodorant blocks shall not be permitted. | Daily |

B. Kitchens/Employee or Public Lounges:

- | | |
|---|--------|
| 1. Wash and sanitize tabletops, damp clean chair seats and backs. | Daily |
| 2. Empty and damp clean ashtrays or sand urns and replace sand as needed. | Daily |
| 3. Clean sink and counter tops without disturbing any dishes or moving food items.
3a. If dishes or food items are on counters or in sink, cleaning of the sink and/or counter must be omitted. | Daily |
| 4. Clean kitchen cabinets and cabinet doors. | Daily |
| 5. Clean exterior of all kitchen appliances and vending machines.
Note: Stove tops are excluded. | Weekly |
| 6. Stock dispensers
6a. It is extremely important that all dispensers are stocked to maximum capacity and that an adequate amount of supplies be left for restocking during the day, including paper hand towels, hand soap, and trash liners. | Daily |

Note: Proper size and type of supplies that fit dispensers must be used. It is not permitted to stock refill supplies in the dispensers area. The use of highly scented, objectionable, or odoriferous cleaners, and air fresheners, shall not be permitted.

C. Stairwells:

- | | |
|---|--------------|
| 1. Police all stairwells used for normal egress for trash and debris. | Daily |
| 2. Thoroughly sweep stairs and landings and dust handrails. | Weekly |
| 3. Wet mop stairs and landings. | Semi-Monthly |
| 4. Strip and refinish stairs and landings with vinyl tile that requires floor finish. Brush scrub and mop concrete stairs and landings. | Quarterly |
| 5. Wet scrub concrete stairs and landings. | Quarterly |

D. Exterior Main Entrances:

- | | |
|--|--------------|
| 1. Sweep concrete patio and/or sidewalk to main entrance. | Daily |
| 1a. Auto scrub or pressure wash sidewalk and patio to main entrance. | Semi-Monthly |
| 1b. Spot clean and remove gum. | Semi-monthly |
| 2. Vacuum all rubber and carpeted mats. | Daily |
| 2a. Extraction of carpeted floor mats. | Monthly |
| 3. Damp clean ashtrays and sand urns. | Daily |
| 3a. Replace sand as needed. | |
| 3b. Empty trash receptacles according to trash removal specifications. | |
| 4. Spot clean exterior of main entrance doors and walls. | Daily |
| 5. Wash and wipe dry exterior doors and walls. | Semi-monthly |
| 6. Wash or wet mop patios or sidewalks and remove any standing water | Daily |

E. Janitorial Closets:

- | | |
|--|-------|
| 1. Keep clean and orderly. | Daily |
| 2. Empty all mop buckets and store mops in a manner which will allow them to air dry to avoid musty odors. | Daily |
| 3. Store chemical products safely adhering to O.S.H.A. regulations. | Daily |
| 4. Clean mop sink and remove mop strings and other debris from top of drain. | Daily |

TECHNICAL SPECIFICATIONS FOR FLOOR CARE

FLOOR CARE STANDARDS

1. The following standards are intended to be included as the acceptable minimum level of service. Frequencies set forth in these specifications are meant to be working guidelines for most buildings. Based on type of use and volume of traffic, some buildings may require more frequent floor care service as requested by a City representative.
2. These standards are not to be construed as complete and all items not specifically included, but found necessary to properly care for floors, shall be included as though written into these specifications.
3. Floors shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly and safe condition. No computer or other office hardware shall be unplugged to make outlets available for cleaning equipment.

4. Upon completion of daily and weekly routine work, floors shall be free of dirt, dust, debris, gum, films or streaks, and shall present a uniform appearance when dry.
5. Major floor care maintenance procedures must be performed in a professional manner consistent with industry standards. If the end product is below standards and the discrepancy is caused by improper procedures or materials used, then it is the Successful Respondent responsibility to correct the deficiency in a period of one week or sooner.
6. All carpet will be Encapsulation and or Brush cleaned with a Counter Rotating Brush Machine when Encapsulation or Brush cleaning is required. No Bonnet and or Absorbent Pad cleaning will be allowed.
7. Steam Cleaning and Rotary machines may be used on all man-made tile and or natural stone floors. Pressures vary for steam cleaning based on floor type.
8. Auto Scrubbers may be used on wood floors with approved neutral wood floor cleaning chemicals. Auto Scrubbers may also be used for all large hard surface maintenance cleaning.

FLOOR CARE SPECIFICATIONS

Note: These specifications apply to all buildings in this contract. In addition, there may be additional tasks for individual sites as requested by a City representative.

<u>Task Description</u>	<u>Frequency</u>
A. Carpet:	
1. Vacuum all carpeted flooring and carpeted mats.	Daily
2. Spot-clean all main entrances, lobbies, traffic lanes in offices and hallways.	Daily
3. Remove any gum, candy or other objects stuck to the carpet.	Daily
4. Completely vacuum and spot clean all carpeted areas beneath and around desks, tables, and other furniture.	Daily
4a. Vacuum along edges, in corners, and all other areas not vacuumed under the daily cleaning.	Weekly
5. Perform encapsulation (Encap) cleaning on carpeting in entrances, lobbies, high foot traffic corridors, and any high foot traffic area where a pattern is showing or any areas that receive frequent soiling.	Monthly
6. Perform encapsulation cleaning in lower foot traffic areas, offices, and meeting rooms where spot cleaning will not bring back a clean uniform appearance and areas not addressed in above.	Quarterly
7. Use the Hot Water Extraction (HWE) method with Counter Rotating Brush (CRB) machine (Brush Pro or like type) scrub, extract, rinse, and dry all carpet in areas mentioned in sections above.	Quarterly
8. Using HWE method with scrubbing CRB machine scrub, extract, rinse,	Semi-Annually

and dry all carpet in areas mentioned in above.

B. Vinyl Tile Floors That Require Floor Finish:

- | | |
|--|---------------|
| 1. Dust mop or sweep and wet mop all vinyl tile floors. | Daily |
| 2. Scrape up or remove any gum, candy or any other objects stuck to the floor. | Daily |
| 3. Spray-buff all vinyl tile to restore a "just waxed" look in high foot traffic corridors, lobby areas, and main entrances. | Weekly |
| 4. Spray-buff all vinyl tile to restore a "just waxed" look in lower foot traffic areas and all areas not addressed in Floor Care Standards above. | Semi-Monthly |
| 5. Light scrub with floor machine, red or blue pad and mild detergent to remove scuff marks and daily mop build-up along edges and areas where office desk chairs have worn down the finish. Remove any build up on baseboards and floor edges. Apply three (3) light coats of non-slip, O.S.H.A. approved floor finish. | Quarterly |
| 6. Strip and refinish all vinyl tile in entryways, lobbies, hallways, and any other high foot traffic areas or areas where office desk chairs have worn down the finish. Remove any build up or old wax on baseboards and floor edges. Apply three (3) light coats of non-slip, O.S.H.A. approved floor finish. | Quarterly |
| 7. Strip and refinish all vinyl tile in all lower traffic areas that were not addressed above. | Semi-Annually |
| 8. Luxury vinyl flooring should not receive floor finish (wax), unless specified by City Representative. | |

C. Restrooms/Shower Rooms/Locker Rooms/Sauna Floors:

- | | |
|---|---------|
| 1. Sweep or dust mop and wet mop with approved disinfectant cleaner. | Daily |
| 2. Steam clean and or machine scrub using appropriate (alkaline or acidic) chemical cleaners to remove mineral deposits, soap scum, urine stains, and daily build up along edges and comes from all ceramic tile, quarry tile, concrete or any other surfaces not adversely affected by strong alkaline or acidic cleaning chemicals. | Monthly |
| 3. Floors that require floor finish follow specifications under vinyl tile floors. | |
| 4. Any change in frequencies which are different than stated here must be approved by a City representative. | |

Note: Impregnating and topical sealers designed for man-made tile may be used with the approval of a City Representative.

C. Wood Floors Gymnasium/Racquetball:

- | | |
|--|-------|
| 1. Dust mop entire floor using an industry approved wood floor cleaner to remove dirt and dust. | Daily |
| 2. Remove any chewing gum, candy or any other substances that are stuck to the floor without damaging the floor finish. | Daily |
| 3. Damp mop or auto scrub entire floor to remove spills, body secretions or any other substance that could not be removed by dust mopping.
3a. This may include damp mopping the entire floor after big events. | Daily |
| 4. Wood floors must not be left slippery when cleaning procedures are complete. | |

NOTE: When damp mopping it is extremely important to make sure mop is wrung out as dry as possible before using on wood floor. To avoid excess water seeping between boards. Consult with a City Representative before deviating from the above wood floor care procedures.

E. Rubber Mat Floors (weight lifting rooms):

- | | |
|--|--------------|
| 1. Dust mop or vacuum
1a. Wet mop with approved neutral disinfectant cleaner. | Daily |
| 2. Remove all spots including gum and candy. | Daily |
| 3. Vacuum all areas between rubber mats along walls, corners, and areas around and under exercise equipment. | Weekly |
| 4. Machine scrub with brush and appropriate cleaning solution. | Semi-Monthly |

F. Siliceous and Calcreous Stone Floors:

- | | |
|--|------------|
| 1. Sweep or dust mop entire floor surface | Daily |
| 2. Wet mop entire floor surface using appropriate Neutral Stone Floor cleaning agent, leaving a clean and uniform appearance with no streaking. | Daily |
| 3. Clean entire floor surface with floor buffer and brush or pad attachment or CRB. Hand scrub floor edges, corners, and baseboards during the floor cleaning process. | Bi-Monthly |
| 4. When performing Stone Floor maintenance, use chemicals designed for use on Natural Stone. | |
| 5. Stone Restoration methods may require prior approval from CNLV Representative. | |

Note: Impregnating and Topical Sealers designed for natural stone care may be used with approval of a City Representative.

DEFINITIONS

1. Frequency: Daily shall mean each and every cleaning day.
Semi-weekly means twice per week.
Weekly means once a week.
Semi-monthly means every two weeks.
Monthly means once a month.
Bi-monthly means once every two months.
Semi-annually means every six months.
Annually means once a year.
2. Periodic Task: Any work required by the terms, conditions and specifications of this contract to be performed other than daily.
3. Periodic Task Schedule: A list of all periodic tasks to be performed as described in the contract specifications.
4. CRB: Counter Rotating Brush machine (Brush Pro or similar).
5. HWE: Hot Water Extraction.
6. Encap: Encapsulation Cleaning.

TECHNICAL SPECIFICATIONS JANITORIAL “QUALITY CONTROL” STANDARDS

ENTRANCE

MAT:

While on mat, unable to raise airborne dust with foot. Clean, uniform appearance; may have minor particles only noticeable while on hands and knees.

GLASS, WALL SURFACES:

Three feet away, unable to see spots, streaks, smudges, dust and hand prints.

CORNERS:

One foot away, unable to see cobwebs, dust, soil buildup or dead bugs, etc.

FLOOR:

Unable to raise airborne dust with foot. Clean uniform appearance may have minor particles only noticeable while on hands and knees. Unable to draw finger to thumb at floor and pick up dirt, hair, lint, dust etc.

LOBBIES

GLASS, WALL SURFACES:

Three feet away, unable to see spots, streaks, smudges, dust and hand prints.

CORNERS:

One foot away, unable to see cobwebs, dust, soil buildup or dead bugs, etc.

DUSTING:

Unable to see dust when looking at appropriate angle at arm's length. While looking at tip of finger wipe

surface six inches, unable to see dust on fingertip or on surface.

FLOOR:

Unable to raise airborne dust with foot. Clean uniform appearance may have minor particles only noticeable while on hands and knees. Unable to draw finger to thumb at floor and pick up dirt, hair, lint, dust etc.

SPOT CLEANING:

Three feet away, unable to see spots, washable marks and hand prints or foot prints on walls with none around light switches. No streaking from washing.

FIXTURES:

From approximately three feet, no visible cobwebs, dead bugs, or dust in lenses. Free from streaks on lenses uniform in appearance.

WATER FOUNTAINS

From approximately three feet, no visible scale around discharge unit. No scale or streaks on basin or drains and uniform in appearance from cleaning and polishing

ELEVATORS

TREADS:

One foot away, unable to see cobwebs, dust, soil buildup or dead bugs, spills, gum, etc.

LIGHTS:

From approximately three feet, no visible cobwebs, dead bugs, or dust in lenses. Free from streaks on lenses, uniform in appearance. If disassembly is required, this will be coordinated with Building Maintenance.

WALLS, DOORS:

Three feet away, unable to see spots, washable marks and hand prints or foot prints on walls, with none around switches. No streaking from washing and stainless polished.

FLOOR:

From three feet away, able to see clean, uniform appearance. Buffed, may be lightly scuffed. Finish clear, free from waxed-in dirt and wax buildup. Unable to draw finger to thumb at floor and pick up dirt, hair, lint, dust, etc.

CORRIDORS

GLASS, WALL SURFACES:

Three feet away, unable to see spots, streaks, smudges, dust and hand prints.

CORNERS:

One foot away, unable to see cobwebs, dust, soil buildup or dead bugs, etc.

DUSTING:

Unable to see dust when looking at appropriate angle at arm's length. While looking at tip of finger wipe surface six inches, unable to see dust on fingertip or on surface.

SPOT CLEANING:

Three feet away, unable to see spots, washable marks and hand prints or foot prints on walls with none around light switches. No streaking from washing.

FIXTURES:

From approximately three feet, no visible cobwebs, dead bugs, or dust in lenses. Free from streaks on lenses uniform in appearance.

WATER FOUNTAINS:

From approximately three feet, no visible scale around discharge unit. No scale or streaks on basin or drains and uniform in appearance from scouring.

FLOOR:

From three feet away, able to see clean, uniform appearance. Buffed, may be lightly scuffed. Finish clear, free from waxed-in dirt and wax buildup. Unable to draw finger to thumb at floor and pick up dirt, hair, lint, dust, etc.

BASEBOARDS

Unable to see dust when looking at appropriate angle at arm's length. While looking at tip of finger wipe surface six inches, unable to see dust on fingertip or on surface, no cleanable marks on surface.

STAIRWELLS**RAILS, WALLS:**

Three feet away, unable to see spots. Washable marks and hand prints or foot prints on walls with none around hand rails. No streaking from washing.

TREADS, RISERS, AND LANDINGS:

Unable to raise airborne dust with foot. Clean uniform appearance. May have minor particles only noticeable while on hands and knees. Unable to draw finger to thumb at floor and pick up dirt, hair, lint, dust etc. No trash.

AREA: RESTROOM**DISPENSERS, HARDWARE:**

Three feet away, unable to see spots, dust, washable marks and hand prints. No streaking from washing. Stocked to proper level with appropriate paper products or soap.

BASINS

From approximately three feet, no visible scale around discharge unit, no scale or streaks on basin or drains and uniform in appearance from cleaning.

FLOOR

From three feet away, able to see clean, uniform appearance. Buffed, may be lightly scuffed. Finish clear, free from waxed-in dirt and wax buildup. Unable to draw finger to thumb at floor and pick up dirt, hair, lint, dust, etc.

MIRRORS

Three feet away, unable to see spots, dust and handprints.

PARTITIONS

Three feet away, unable to see spots, washable marks and hand prints or foot prints on walls with none around hand latch. No streaking from washing.

TOILETS, URINALS

Unable to see scale around flush valve or dust. Bowl and rim free from discoloration and buildup inside.

Outside clean and no streaks.

WASTE CAN

Should be clean and uniform in appearance. Inside liner should be tied or fit tightly around rim and be the appropriate size for can. Liner should be clean.

WALLS, DOORS

Three feet away, unable to see spots. Washable marks and hand prints or foot prints on walls with none around switches. No streaking from washing and stainless polished.

OFFICE-EQUIPMENT AREAS**FURNITURE, EQUIPMENT:**

Three feet away, unable to see spots, dust, washable marks, and hand prints or foot prints on furniture or equipment. No streaking from wet or dry cleaning. Does not need to be polished on tops or sides.

DOOR KICK PLATES:

Three feet away, unable to see spots, washable marks or foot prints on kick plates. No streaking from washing and stainless polishes.

PHONES:

Should be wiped clean with neutral disinfectant cleaner and uniform in appearance. No buildup of dust, body oils or sticky residue.

WALLS, DOORS & SPOT CLEANING:

Three feet away, unable to see spots, washable marks and hand prints or foot prints on walls with none around light switches. No streaking from washing.

WASTE BASKETS:

Should be clean and uniform in appearance. Inside liner should be tied or fit tightly around rim and be the appropriate size for can. Liner should be clean.

PARTITIONS:

Three feet away, unable to see spots, washable marks and hand prints or foot prints on upholstered partitions. No streaking from wet or dry cleaning.

CHAIR MATS:

Should be clean and uniform in appearance. Unable to draw finger to thumb and pick up dirt, hair, lint. Free of moisture from damp cleaning.

LOW DUSTING:

Below six feet, unable to see dust when looking at appropriate angle at arm's length. While looking at tip of finger wipe surface six inches, unable to see dust on fingertip or on surface.

HIGH DUSTING:

Above six feet, unable to see dust when looking at appropriate angle at arm's length. While looking at tip of finger wipe surface six inches, unable to see dust on fingertip or on surface.

FLOOR APPEARANCE:

From three feet away, able to see clean, uniform appearance. Buffed, may be lightly scuffed. Finish clear, free from waxed-in dirt and wax buildup. Unable to draw finger to thumb at floor and pick up dirt, hair, lint, dust, etc.

BASEBOARDS:

Unable to see dust when looking at appropriate angle at arm's length. While looking at tip of finger wipe surface six inches, unable to see dust on fingertip or on surface, no cleanable marks on surface.

CORNERS:

One foot away, unable to see cobwebs, dust, soil buildup or dead bugs, etc.

WINDOWS**CORNERS:**

Three feet away, unable to see spots, dust and hand prints.

SILLS, FRAMES:

Unable to see dust when looking at appropriate angle at arm's length. While looking at tip of finger wipe surface six inches, unable to see dust on fingertip or on surface. No dirty buildup of hand oil, etc., or streaking.

BLINDS:

Unable to see dust when looking at appropriate angle at arm's length. While looking at tip of finger wipe surface six inches, unable to see dust on fingertip or on surface.

MISCELLANEOUS**SUPPLY AND RETURN AIRVENTS (REGISTERS):**

Three feet away, vents and surrounding ceiling area unable to see dust and cobwebs. No streaks from wiping on ceiling or vents.

ASHTRAYS:

Should be wiped clean and uniform in appearance, no tar buildup emptied.

EXTERIOR/PARKING AREAS**TRASH CONTAINERS:**

Should be clean and uniform in appearance. Inside liner should be tied or fit tightly around rim and be the appropriate size for can. Liner should be clean.

SWEEPING, PICKING UP LITTER:

Exterior areas free from exposed trash, cigarette butts, large deposits of dust or dirt, etc. Railings may have light dust, no dirty buildup of hand oils, etc.

REPORT REQUIREMENTS

A Man-Hour Log Book shall be maintained in each facility in which the employee shall print and sign his/her own name and make a notation of the date and time they enter and leave the building for each work shift.

An Events Log Book shall be maintained in the building in which a record shall be made of any events requiring the City's or Successful Respondent's attention.

The Successful Respondents shall submit monthly and quarterly reports of actions taken in each facility such as carpet cleaning, floor finishing, window washing, and periodic inspections to the Project Manager/City representative or his/her designee. The format design of the report to be approved by the Project Manager. Reports are due on the 4th day of the month.

CONSUMABLES, SUPPLIES, AND EQUIPMENT

The City currently utilizes Brady products. All necessary consumables, supplies, and equipment shall be provided by the vendor. Any modifications will require prior approval and coordination from City Building Maintenance division at the expense of the vendor.

2. LOCATIONS

Note: The City reserves the right to add or remove locations after award of the Contract. The additional request will be made via an amendment to the Contract. The dates and times of service are subject to change after award of the Contract. Changes in dates and or times will be made via written notification.

PD SAC (SOUTH AREA COMMAND)

Hours of Operation:	24/7
Address:	2332 Las Vegas Blvd N Ste 200 North Las Vegas, NV 89030
Contact:	Captain Sean Walker; walkers@cityofnorthlasvegas.com
Square Footage:	60,000 sf
Number of Days of Service/Week	5
Days of Service	Monday - Saturday
Hour(s) Service is Desired	2:00 – 2:30 PM Until Complete

PD RADIO

Hours of Operation:	7:00 AM to 5:00 PM (Monday-Thursday)
Address:	720 W Cheyenne Ave Ste 120 North Las Vegas, NV 89030
Contact:	Christopher Vasquez; vasquezc@cityofnorthlasvegas.com
Square Footage:	1,000 sf
Number of Days of Service/Week	1
Days of Service	Monday
Hour(s) Service is Desired	Anytime Between 7:00 AM & 4:30 PM Until Completed

PD DETECTIVES

Hours of Operation:	(Monday-Thursday)
Address:	3525 W Cheyenne Ave Ste 102 North Las Vegas, NV 89030
Contact:	Amber Siber; sibera@cityofnorthlasvegas.com
Square Footage:	10,250 sf
Number of Days of Service/Week	3
Days of Service	Monday & Wednesday
Hour(s) Service is Desired	8:30 AM Until Completed

PD NWAC (NW AREA COMMAND)

Hours of Operation: 24/7
Address: 3755 W Washburn Rd
North Las Vegas, NV 89031
Contact: Monica Suson; susonm@cityofnorthlasvegas.com
Square Footage: 18,100 sf
Number of Days of Service/Week: 5
Days of Service: Monday - Saturday
Hour(s) Service is Desired: 2:00 – 2:30 PM Until Completed

PD TRAFFIC (PALMER)

Hours of Operation: (Monday-Thursday)
Address: 6445 N Palmer St
North Las Vegas, NV 89086
Contact: Sgt. Jack Hickman; hickmanj@cityofnorthlasvegas.com
Square Footage: 5,700 sf
Number of Days of Service/Week: 2
Days of Service: Monday & Wednesday
Hour(s) Service is Desired: 9:00-9:30 AM Until Completed

PD NCAC (N CENTRAL AREA COMMAND)

Hours of Operation: 24/7
Address: 1090 W Deer Springs Way
North Las Vegas, NV 89084
Contact: Captain Adam Hyde; hydea@cityofnorthlasvegas.com
Square Footage: 25,606 sf
Number of Days of Service/Week: 5
Days of Service: Monday - Saturday
Hour(s) Service is Desired: 2:00-2:30 PM Until Completed

ALEXANDER LIBRARY

Hours of Operation: 10:30 AM to 8:00 PM (Mon-Thu); 9:00 AM to 6:00 PM (Fri-Sat)
Address: 1755 W Alexander Rd
North Las Vegas, NV 89030
Contact: Garrett Dacay; dacayg@cityofnorthlasvegas.com
Square Footage: 16,400 sf
Number of Days of Service/Week: 4
Days of Service: Wednesday – Saturday
Hour(s) Service is Desired: 6:00-9:00 AM

ALIANTE LIBRARY

Hours of Operation: 10:30 AM to 8:00 PM (Mon-Thurs); 9:00 AM to 6:00 PM (Fri-Sat)
Address: 2400 Deer Springs Way
North Las Vegas, NV 89084
Contact: Shelly Alexander; alexanders@cityofnorthlasvegas.com
Square Footage: 16,000 sf
Number of Days of Service/Week: 6
Days of Service: Monday – Saturday
Hour(s) Service is Desired: 6:00 - 9:00 AM

NEIGHBORHOOD REC CENTER (NRC)

Hours of Operation: 7:30 AM to 5:00 PM (Monday-Friday)
Address : 1638 N Bruce St
North Las Vegas, NV 89030
Contact : Angela Johnson; johnsona@cityofnorthlasvegas.com
Square Footage: 19,584 sf
Number of Days of Service/Week 5
Days of Service Monday – Friday
Hour(s) Service Desired 5:00 PM Until Completed

SILVER MESA REC CENTER (SMRC)

Hours of Operation: 7:30 AM to 5:00 PM (Monday-Friday)
Address: 4025 Allen Ln
North Las Vegas, NV 89032
Contact: Angela Johnson; johnsona@cityofnorthlasvegas.com
Square Footage: 41,147 sf
Number of Days of Service/Week 5
Days of Service Monday – Friday
Hour(s) Service Desired 5:00 PM Until Completed

CRAIG RANCH ADMIN (CRRP)

Hours of Operation: 6:30 AM to 4:00 PM (Monday – Thursday)
Address: 851 W Lone Mountain Rd
North Las Vegas, NV 89032
Contact: Tracey Farage; faraget@cityofnorthlasvegas.com
Square Footage: 4,000 sf
Number of Days of Service/Week 4
Days of Service Monday – Thursday
Hour(s) Service Desired 4:00 PM Until Completed

FIRE ADMIN BLDG (FAB)

Hours of Operation: 8:00 AM to 6:00 PM (Monday – Friday)
Address: 4040 Losee Rd
North Las Vegas, NV 89030
Contact: Scott Schuster; schusters@cityofnorthlasvegas.com
Square Footage: 20,000 sf
Number of Days of Service/Week 4
Days of Service Monday – Thursday
Hour(s) Service is Desired 5:00 PM Until Completed

UTILITIES OPERATIONS

Hours of Operation: 8:00 AM to 6:00 PM (Monday – Friday)
Address: 2829 Ft Sumter Dr
North Las Vegas, NV 89030
Contact: Joemel Llamado; llamadoj@cityofnorthlasvegas.com
Square Footage: 22,700 sf
Number of Days of Service/Week 4
Days of Service Monday – Thursday
Hour(s) Service is Desired 4:00 PM Until Completed

UTILITIES WATER RECLAMATION FACILITY (WRF)

Hours of Operation:	24/7
Address:	2850 Betty Ln Las Vegas, NV 89156
Contact:	Joemel Llamado; llamadoj@cityofnorthlasvegas.com
Square Footage:	54,468 sf
Number of Days of Service/Week	4
Days of Service	Monday – Thursday
Hour(s) Service is Desired	4:00 PM Until Completed

3. Contractor Responsibilities:

Safety - In the performance of this Contract, the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to Nevada Department of Industrial Relations regulations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions shall include but shall not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

Contractor must obtain all applicable Nevada and Federal Occupational Safety and Health permit(s) and others required by OSHA, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined Nevada and Federal OSHA safety and health standards.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B1695 City-Wide Custodial Services**

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(3) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B1695 City-Wide Custodial Services
EXHIBIT A
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **BID B1695 City-Wide Custodial Services** 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 B1695 City-Wide Custodial Services
EXHIBIT B
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

Name: _____

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

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

Example Contract 1:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

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

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B1695 City-Wide Custodial Services
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

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

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

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

Example Contract 3:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

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

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

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B1695 City-Wide Custodial Services
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

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

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

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

Signed this _____ day of _____, 20_____.

Signature_____

State of _____

County of _____

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

by_____ (name of person making statement).

Notary Signature_____

STAMP AND SEAL



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B1695 City-Wide Custodial Services
EXHIBIT D- Non-Collusion Affidavit**

State of _____ County of _____

_____ being first duly sworn deposes that:

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

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public

My Commission expires: _____



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B1695 City-Wide Custodial Services
EXHIBIT E- Written Certification**

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

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

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE

DATE

TITLE



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B1695 City-Wide Custodial Services
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.

EXHIBIT A

Invitation to Bid – BID B-1695

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

June 1, 2023

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B1695 City-Wide Custodial Services
ADDENDUM #1

The deadline for questions for this proposal was 12:00 p.m., May 25, 2023. The following are the questions that were received along with the answers to those questions.

Question 1. Can you provide me with the annual amount of the current contract?

Answer: \$265,988.40. Please be advised the current contract is not the same scope of work that is requested in this bid. The current bid has updated locations and updated scope of work.

Question 2. How many employees and visitors enter the buildings every day?

Answer: We do not have this data.

Question 3. We spoke about the possibility of receiving the buildings blueprints.

Answer: Due to security reasons we cannot provide due to the nature of the facilities. This is why there was a mandatory walkthrough

Question 4. Are all the buildings going to be awarded to the same company?

Answer: Yes

Question 5. Is the cleaning company responsible to pay the background and fingerprint cost?

Answer: The City will be conducting the background at no cost.

Question 6. Page 13 - D Walls: Graffiti removal – Is the successful bidder responsible for graffiti removal just on the inside of the building?

Answer: This is for inside the building only.

Question 7. Page 14- E Furniture: 5. Fabric/upholstery cleaning. Different fabrics required different cleaning methods. Can you please specify what cleaning methods are you expecting the successful bidder to use.

Answer: Use appropriate method for the fabric.

Question 8. I need clarification on page 14 – H Glass Doors and windows – All accessible exterior windows shall be clean inside and outside including the removal of mineral deposits - Quarterly. Do you want all the exterior windows clean inside and outside 4 times per year? Can we use a window cleaning subcontractor? some of the buildings have windows that require more than our window cleaning expertise.

Answer: Accessible is considered to be windows and doors that hoists or lifts are not required to clean. Yes we want them cleaned four times a year. You may use a subcontractor.

Question 9. Page 17 – D Exterior Main Entrances 1a. Auto Scrub or pressure wash sidewalk and patio to main entrance. How far out is this expected?

Answer: This requirement is removed from the bid. This is no longer a requirement for this bid.

Question 10. Page 17 – Exterior Main Entrance 4. Spot clean exterior of main entrance doors and walls. How far out is this expected?

Answer: This is different for each facility. Typically CNLV expects all areas visible when approaching the entrance.

Question 11. Please clarify carpet cleaning. I understand that monthly you want encapsulation as interim carpet cleaning, but then you are requesting Hot water extraction and again encapsulation cleaning Quarterly. And again, hot water extraction semi-annually? Am I understanding this right?

Answer: Should read.

1. Using Hot Water Extraction (HWE) method with Counter Rotating Brush (CRB) machine (Brush Pro or like type) scrub, extract, rinse, and dry all carpet in areas mentioned in section 5 above. Quarterly

Question 12. Page 25 Exterior Parking Areas? How far outside the building should the successful bidder pick up trash, cigarette butts, large deposits of dirt, etc.

Answer: This requirement is removed from the bid. This is no longer a requirement for this bid.

Question 13. Can the recreation Centers share how much supplies are they using per month?

Answer: We do not have supplies broke out per building

Question 14. Hours of operation for the recreation centers are until 5pm? Do they rent or schedule activities after 5 pm regularly?

Answer: There are some special events on evenings and weekends.

Question 15. Could you please review sq ft of each building and hours of operation. There were some mistakes on the initial document

Answer: Corrected list is provided below.

Question 16. What are the actual expected times for Aliante and Alexander library? If it has a three hour window, can cleaning only be done during that time?

Answer: Hours can change with CNLV approval. Earlier access may be allowed if necessary.

Question 17. What is the current by location cost breakdown?

Answer: Please see below for this information.

Question 18. PAGE 18 OF RFP: Task description A; 7 & 8. Can you verify whether this is Quarterly or Semi-Annually?

Answer: 7 is quarterly for high traffic areas. 8 is semi-annually for lower traffic areas.

Question 19. What is the anticipated start date for the contract?

Answer: 4th quarter of 2023

Question 20. Will the floor plans have breakdowns of the flooring types and square footages?

Answer: No this was why it was a mandatory walkthrough.

Question 21. Can you provide current usage records for consumables at each property?

Answer: We do not have documentation for consumables at each property.

Question 22. Understanding the current contract is different, can you still provide the values of the contracts for any of the buildings that are now being outsourced?

Answer: Total value for current contract is \$265,988.40. Please be aware we completely changed the scope and facilities.

Question 23. What is the annual value of the current contract?

Answer: Total value for current contract is \$265,988.40. Please be aware we completely changed the scope and facilities.



Marie Leake
Procurement Manager
Purchasing Department

REVISED
Facility Information

PD SAC (SOUTH AREA COMMAND)

Hours of Operation : 24/7

Address : 2332 Las Vegas Blvd N Ste 200

North Las Vegas, NV 89030

Contact :

Square Footage : 60,000 sf

Number of Days of Service/Week 6

Days of Service Monday - Saturday

Hour(s) Service is Desired 2:00 – 2:30 PM Until Complete

PD RADIO

Hours of Operation : 7:00 AM to 5:00 PM (Monday-Thursday)

Address : 720 W Cheyenne Ave Ste 120

North Las Vegas, NV 89030

Contact : Christopher Vasquez ; vasquezc@cityofnorthlasvegas.com

Square Footage : 1,000 sf

Number of Days of Service/Week 1

Days of Service Monday

Hour(s) Service is Desired Anytime Between 7:00 AM & 4:30 PM Until Completed

PD DETECTIVES

Hours of Operation : (Monday-Thursday)

Address : 3525 W Cheyenne Ave Ste 102

North Las Vegas, NV 89030

Contact :

Square Footage : 10,250 sf

Number of Days of Service/Week 3

Days of Service Monday, Wednesday & Friday

Hour(s) Service is Desired 8:30 AM Until Completed

PD NWAC (NW AREA COMMAND)

Hours of Operation : 24/7

Address : 3755 W Washburn Rd

North Las Vegas, NV 89031

Contact : Monica Suson ; susonm@cityofnorthlasvegas.com

Square Footage : 18,100 sf

Number of Days of Service/Week 6

Days of Service Monday - Saturday

Hour(s) Service is Desired 2:00 – 2:30 PM Until Completed

PD TRAFFIC (PALMER)

Hours of Operation : (Monday-Thursday)

Address : 6445 N Palmer St

North Las Vegas, NV 89086

Contact :

Square Footage : 5,700 sf

Number of Days of Service/Week 2

Days of Service Monday & Wednesday

Hour(s) Service is Desired 9:00-9:30 AM Until Completed

PD NCAC (N CENTRAL AREA COMMAND)

Hours of Operation : 24/7

Address : 1090 W Deer Springs Way

North Las Vegas, NV 89084

Contact :

Square Footage : 25,606 sf

Number of Days of Service/Week 6

Days of Service Monday - Saturday

Hour(s) Service is Desired 2:00-2:30 PM Until Completed

ALEXANDER LIBRARY

Hours of Operation : 10:30 AM to 8:00 PM (Mon-Thu); 9:00 AM to 6:00 PM (Fri-Sat)

Address : 1755 W Alexander Rd

North Las Vegas, NV 89030

Contact : Garrett Dacay ; dacayg@cityofnorthlasvegas.com

Square Footage : 16,400 sf

Number of Days of Service/Week

Days of Service Monday – Saturday

Hour(s) Service is Desired 6:00-9:00 AM

ALIANTE LIBRARY

Hours of Operation : 10:30 AM to 8:00 PM (Mon-Thurs); 9:00 AM to 6:00 PM (Fri-Sat)

Address : 2400 Deer Springs Way

North Las Vegas, NV 89084

Contact : Shelly Alexander ; alexanders@cityofnorthlasvegas.com

Square Footage : 16,000 sf

Number of Days of Service/Week 6
Days of Service Monday - Saturday
Hour(s) Service is Desired 6:00 - 9:00 AM

NEIGHBORHOOD REC CENTER (NRC)

Hours of Operation : 7:30 AM to 5:00 PM (Monday-Friday)

Address : 1638 N Bruce St

North Las Vegas, NV 89030

Contact : Angela Johnson; johnsona@cityofnorthlasvegas.com

Square Footage : 19,584 sf

Number of Days of Service/Week 5

Days of Service Monday – Friday

Hour(s) Service Desired 5:00 PM Until Completed

SILVER MESA REC CENTER (SMRC)

Hours of Operation : 9:00 AM to 7:00 PM (Monday-Friday)

Address : 4025 Allen Ln

North Las Vegas, NV 89032

Contact : Eric Cole ; colee@cityofnorthlasvegas.com

Square Footage : 41,147 sf

Number of Days of Service/Week 5

Days of Service Monday – Friday

Hour(s) Service Desired 6:30 PM Until Completed

CRAIG RANCH ADMIN (CRRP)

Hours of Operation : 6:30 AM to 4:00 PM (Monday – Thursday)

Address : 851 W Lone Mountain Rd

North Las Vegas, NV 89032

Contact : Tracey Farage ; faraget@cityofnorthlasvegas.com

Square Footage : 4,000 sf
Number of Days of Service/Week 4
Days of Service Monday – Thursday
Hour(s) Service Desired 4:00 PM Until Completed

FIRE ADMIN BLDG (FAB)

Hours of Operation : 8:00 AM to 6:00 PM (Monday – Friday)

Address : 4040 Losee Rd

North Las Vegas, NV 89030

Contact : Scott Schuster ; schusters@cityofnorthlasvegas.com

Square Footage : 20,000 sf
Number of Days of Service/Week 4
Days of Service Monday – Thursday
Hour(s) Service is Desired 5:00 PM Until Completed

UTILITIES OPERATIONS

Hours of Operation : 8:00 AM to 6:00 PM (Monday – Friday)

Address : 2829 Ft Sumter Dr

North Las Vegas, NV 89030

Contact : Joemel Llamado ; llamadoj@cityofnorthlasvegas.com

Square Footage : 22,700 sf
Number of Days of Service/Week 4
Days of Service Monday – Thursday
Hour(s) Service is Desired 4:00 PM Until Completed

UTILITIES WATER RECLAMATION FACILITY (WRF)

Hours of Operation : 24/7

Address : 2850 Betty Ln

Las Vegas, NV 89156

Contact : Joemel Llamado ; llamadoj@cityofnorthlasvegas.com

Square Footage : 8,704 sf

Number of Days of Service/Week 4

Days of Service Monday – Thursday

Hour(s) Service is Desired 4:00 PM Until Completed

SILVER MESA REC CENTER (SMRC) SENIOR TRAILER

Hours of Operation : 9:00 AM to 7:00 PM (Monday – Friday)

Address : 4045 Allen Ln

North Las Vegas, NV 89032

Contact : Eric Cole ; colee@cityofnorthlasvegas.com

Square Footage : 3,000 sf

Number of Days of Service/Week 5

Days of Service Monday – Friday

Hours(s) Service Desired 6:30 PM Until Completed

Question #17

Location List					
Line #	Description	QTY	UOM	Unit	Extended
1	Brooks Annex - 50 E. Brooks Ave.	12	MONTHS	\$750.00	\$9,000.00
2	Central Garage 100 E. Brooks Ave	12	MONTHS	\$1,015.00	\$12,180.00
3	Alexander Library 1755 W. Alexander	12	MONTHS	\$1,296.00	\$15,552.00
4	Aliante Library 2400 Deer Springs Way	12	MONTHS	\$1,296.00	\$15,552.00
5	Fire Admin Building (FAB) -4040 Losee Rd	12	MONTHS	\$1,580.00	\$18,960.00
6	Parks Maintenance Facility- 316 E. Brooks	12	MONTHS	\$655.00	\$7,860.00
7	Craig Ranch Regional Maintenance Facility -851 W. Lone Mountain Rd	12	MONTHS	\$427.00	\$5,124.00
8	Par 3 Golf Course 324 E. Brooks	12	MONTHS	\$273.00	\$3,276.00
9	Neighborhood Rec Center-1638 Bruce St.	12	MONTHS	\$1,547.00	\$18,564.00
10	Silver Mesa Rec Center-4025 Allen Lane	12	MONTHS	\$3,250.00	\$39,000.00
11	Utilities Admin Building-2829 Ft Sumter Ave	12	MONTHS	\$1,697.00	\$20,364.00
12	Utilities Water Reclamation Facility-2580 N. Betty Lane	12	MONTHS	\$1,580.00	\$18,960.00
13	Police Department Investigative Services (Detectives)	12	MONTHS	\$810.00	\$9,720.00
14	Police Department NE Command (Traffic) 6445 N. Palmer St.	12	MONTHS	\$453.00	\$5,436.00
15	Police Department Radio Shop	12	MONTHS	\$120.00	\$1,440.00
					\$ 200,988.00
				Supplemental Services	\$ 65,000.40
				TOTAL:	\$ 265,988.40

City of North Las Vegas
BID B1695 City-Wide Custodial Services
Mandatory Walkthrough held on May 16, 2023 at 9:00 am
Attendees



Bid 1695 - City-Wide Custodial Services
 Department: Public Works
 Mandatory Walkthrough
 Date: May 16, 2023
 Time: 9:00 a.m.
 Location: Various Locations

ATTENDANCE LOG

NAME:	
COMPANY:	Nellis Building SVC
ADDRESS:	3920 Raymer Dr. Las Vegas, NV 89121
TELEPHONE:	(612) 398-2411
FAX:	
E-MAIL ADDRESS:	markseo@nellisvegas.com
NAME:	Alvin Preacta
COMPANY:	Mercury Cleaning Service
ADDRESS:	4425 E. Sahara Ave
TELEPHONE:	702-538-2181
FAX:	
E-MAIL ADDRESS:	Alvin@Mercurycleaning.com
NAME:	Kathia Windell
COMPANY:	Xcel Maintenance Services
ADDRESS:	7260 W. Azure Drive PMB 108
TELEPHONE:	(702) 341-9235
FAX:	
E-MAIL ADDRESS:	Xcelmaintenancee.com.net
NAME:	Angela Nelson
COMPANY:	Accurate Building Maintenance
ADDRESS:	4045 E Post Rd LV, NV 89120
TELEPHONE:	702 220 8180
FAX:	
E-MAIL ADDRESS:	angela@accurateclean.com
NAME:	Ted Ladomersky
COMPANY:	The Service Companies
ADDRESS:	4425 Willowstone St., W, NV 89166
TELEPHONE:	(702) 630-0015
FAX:	
E-MAIL ADDRESS:	Ted.Ladomersky@theservicecompanies.com



Bid 1695 - City-Wide Custodial Services
Department: Public Works
Mandatory Walkthrough
Date: May 16, 2023
Time: 9:00 a.m.
Location: Various Locations

ATTENDANCE LOG

NAME:	Alan Ching
COMPANY:	The Service Companies
ADDRESS:	2900 Monarch Lakes Blvd,
TELEPHONE:	702-810-7594
FAX:	
E-MAIL ADDRESS:	alan.ching@theservicecompanies.com
NAME:	Robert Gomez
COMPANY:	MRT Building Services Inc
ADDRESS:	3863 Territon ST LV NV 89121
TELEPHONE:	702/855-0699
FAX:	
E-MAIL ADDRESS:	RobertGomez@MARTBRIEJanitorial.com
NAME:	Julie Farina
COMPANY:	RBM Building Services Inc
ADDRESS:	6295 S. Pearl St. #260
TELEPHONE:	702 738-3076
FAX:	
E-MAIL ADDRESS:	Julie.farina@rbmbuildingservicesinc.com
NAME:	STEVE ZOLINA
COMPANY:	CCS FACILITY SERVICES
ADDRESS:	3095 E PATRICK LN # 9-11
TELEPHONE:	702-279-8002
FAX:	
E-MAIL ADDRESS:	szolina@ccsbts.com
NAME:	Richard Cuffee
COMPANY:	Mercury Cleaning Services
ADDRESS:	
TELEPHONE:	702-301-1063
FAX:	
E-MAIL ADDRESS:	rgcuffee@gmail.com



Bid 1695 - City-Wide Custodial Services
Department: Public Works
Mandatory Walkthrough
Date: May 16, 2023
Time: 9:00 a.m.
Location: Various Locations

ATTENDANCE LOG

NAME:	MIKE RESCHKE
COMPANY:	DRM SERVICES INC
ADDRESS:	7801 W. 55th, LAS VEGAS, NV
TELEPHONE:	801-472-2283
FAX:	
E-MAIL ADDRESS:	MIKE@DRMSERVICESINC.COM
NAME:	Nathaly Gutierrez
COMPANY:	CCS
ADDRESS:	3095 E Patrick Ln
TELEPHONE:	702 218-7598
FAX:	
E-MAIL ADDRESS:	nathalier@ccs-las.com
NAME:	Brylida Castro
COMPANY:	CCS
ADDRESS:	3095 E Patrick Ln
TELEPHONE:	702 343-2199
FAX:	
E-MAIL ADDRESS:	B.Castro@ccslas.com
NAME:	
COMPANY:	
ADDRESS:	
TELEPHONE:	
FAX:	
E-MAIL ADDRESS:	
NAME:	
COMPANY:	
ADDRESS:	
TELEPHONE:	
FAX:	
E-MAIL ADDRESS:	

City of North Las Vegas
BID B1695 City-Wide Custodial Services
Pre-bid Meeting held on May 18, 2023, 2023 at 10:00 am via
Google Meet conference call
Conference Call Attendees

City of North Las Vegas

Joy Yoshida, Senior Buyer
Bobby Mayes, Manager Infrastructure Maint.
Scott Krueth, Facilities Maintenance Supervisor

Vendors

Angela Nelson
Business Development
Accurate Building Maintenance
Phone 702-220-8180
Email: angela@accurateclean.com
Las Vegas | Phoenix
www.accurateclean.com

Richard Cuffee
Mercury Cleaning Services
Email: rgcuffee@gmail.com

Kathia Winchell
President
Xcel Maintenance Services, Inc.
xcelmaintenance.nevada@gmail.com
Office 702 341 9235
Email: xcelmaintenance.nevada@gmail.com

Ted Ladomerszky Business Development Manager
Alan Ching VP of Revenue
The Service Companies
2900 Monarch Lakes Boulevard - Suite 202 | Miramar, FL 33027
O: 702.623.7522
E: ted.ladomerszky@theservicecompanies.com

Robert Gomez
MBJ Building Services Inc.
President/CEO
3863 Territory Street
Las Vegas NV 89121
(Office) 855-0699
Email: robertgomez@magicbritejanitorial.com

EXHIBIT B

Bid

Please see attached page(s).



BID B-1695 Addendum 1

CCS Facility Services

Supplier Response

Event Information

Number: BID B-1695 Addendum 1
Title: City-Wide Custodial Services
Type: Invitation for Bid
Issue Date: 5/9/2023
Deadline: 6/8/2023 01:00 PM (PT)
Notes: The City of North Las Vegas is looking for qualified bidders for the City-Wide Custodial Services.
It is the intent of the City of North Las Vegas ("City") that all facilities be maintained at a high standard of cleanliness. All materials and equipment required for cleaning, including floor finishes and restroom chemicals, shall be of acceptable industrial quality and are subject to approval by the City.
Prior to the Pre-Bid Meeting discussed below, the City will schedule a mandatory walkthrough of the City facilities involved in this bid. The mandatory walkthroughs are scheduled for **May 16, 2023 at 9:00 am local time**. Those attending the walkthroughs must be at North Las Vegas City Hall by 9:00 am on May 16, 2023. Those attending the walkthroughs must provide their own transportation.

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

CCS Facility Services Information

Contact: Steve Zolina
Address: 3095 E. Patrick Ln
Suite 9-11
Las Vegas, NV 89120
Phone: (702) 279-8002
Email: szolina@ccsbts.com

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

Steve Zolina
Signature

szolina@ccsbts.com
Email

Submitted at 6/8/2023 10:13:44 AM (PT)

Supplier Note

Thank you for the opportunity to submit a proposal for janitorial services for the city. Please feel free to reach out with any questions or concerns. CCS Facility Services is honored for the opportunity to serve the City of North Las Vegas.

Requested Attachments

Required Documents

City of N Las Vegas Exhibits
A,B,C,D, and E.pdf

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

Required Documents

City of N Las Vegas Exhibit F.pdf

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

Bid Attributes

1 Acknowledgment of Addendum #1

I acknowledge receipt of Addendum #1

☒ Acknowledgment of Receipt of Addendum #1

Bid Lines

1 PD SAC (SOUTH AREA COMMAND) 12 MONTHS

Quantity: 12 UOM: Months Unit Price: \$4,842.00 Total: \$58,104.00

2 PD RADIO 12 MONTHS

Quantity: 12 UOM: Months Unit Price: \$102.00 Total: \$1,224.00

3	PD DETECTIVES 12 MONTHS	Quantity: <u>12</u> UOM: <u>Months</u>	Unit Price: <input type="text" value="\$615.00"/>	Total: <input type="text" value="\$7,380.00"/>
4	PD NWAC (NW AREA COMMAND) 12 MONTHS	Quantity: <u>12</u> UOM: <u>Months</u>	Unit Price: <input type="text" value="\$2,246.00"/>	Total: <input type="text" value="\$26,952.00"/>
5	PD TRAFFIC (PALMER) 12 MONTHS	Quantity: <u>12</u> UOM: <u>Months</u>	Unit Price: <input type="text" value="\$410.00"/>	Total: <input type="text" value="\$4,920.00"/>
6	PD NCAC (N CENTRAL AREA COMMAND) 12 MONTHS	Quantity: <u>12</u> UOM: <u>Months</u>	Unit Price: <input type="text" value="\$2,887.00"/>	Total: <input type="text" value="\$34,644.00"/>
7	ALEXANDER LIBRARY 12 MONTHS	Quantity: <u>12</u> UOM: <u>Months</u>	Unit Price: <input type="text" value="\$1,614.00"/>	Total: <input type="text" value="\$19,368.00"/>
8	ALIANTE LIBRARY 12 MONTHS	Quantity: <u>12</u> UOM: <u>Months</u>	Unit Price: <input type="text" value="\$1,614.00"/>	Total: <input type="text" value="\$19,368.00"/>
9	NEIGHBORHOOD REC CENTER (NRC) 12 MONTHS	Quantity: <u>12</u> UOM: <u>Months</u>	Unit Price: <input type="text" value="\$2,047.00"/>	Total: <input type="text" value="\$24,564.00"/>
10	SILVER MESA REC CENTER (SMRC) 12 MONTHS	Quantity: <u>12</u> UOM: <u>Months</u>	Unit Price: <input type="text" value="\$4,436.00"/>	Total: <input type="text" value="\$53,232.00"/>
11	CRAIG RANCH ADMIN (CRRP) 12 MONTHS	Quantity: <u>12</u> UOM: <u>Months</u>	Unit Price: <input type="text" value="\$568.00"/>	Total: <input type="text" value="\$6,816.00"/>
12	FIRE ADMIN BLDG (FAB) 12 MONTHS	Quantity: <u>12</u> UOM: <u>Months</u>	Unit Price: <input type="text" value="\$1,920.00"/>	Total: <input type="text" value="\$23,040.00"/>
13	UTILITIES OPERATIONS 12 MONTHS	Quantity: <u>12</u> UOM: <u>Months</u>	Unit Price: <input type="text" value="\$2,325.00"/>	Total: <input type="text" value="\$27,900.00"/>
14	UTILITIES WATER RECLAMATION FACILITY (WRF) 12 MONTHS	Quantity: <u>12</u> UOM: <u>Months</u>	Unit Price: <input type="text" value="\$1,008.00"/>	Total: <input type="text" value="\$12,096.00"/>

1 5	SILVER MESA REC CENTER (SMRC) SENIOR TRAILER			
	12 MONTHS			
Quantity: <u>12</u>		UOM: <u>Months</u>	Unit Price: <input type="text" value="\$641.00"/>	Total: <input type="text" value="\$7,692.00"/>

Response Total: \$327,300.00



**CITY OF NORTH LAS
VEGAS INVITATION TO
BID**

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.

Please see below for redlined changes. All contract negotiations can be directed to Steve Larson, Executive Vice President, at slarson@ccsbts.com.

**SECTION FOUR
TERMINATION OR SUSPENSION OF SERVICES**

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City **and the Provider** upon thirty (30) days written notice **to the other party**. 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.

**SECTION SIX
INDEMNIFICATION**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liability, 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, **and to the extent 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.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B1695 City-Wide Custodial Services
EXHIBIT A
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **BID B1695 City-Wide Custodial Services** and constitutes an offer by this company to enter into a contract as described herein.

<u>Brijida Castro</u> AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)  AUTHORIZED SIGNATURE <u>General Manager</u> TITLE <u>3095 E. Patrick Lane, Suite 9-11</u> ADDRESS OF RESPONDENT <u>Las Vegas</u> CITY <u>bcastro@ccsbts.com</u> E-MAIL ADDRESS:	<u>Brijida Castro</u> LEGAL NAME OF RESPONDENT <u>06/08/2023</u> DATE <u>(702) 343-2199</u> TELEPHONE NUMBER <u>89120</u> ZIP CODE
--	---

CNLV-BUSINESS LICENSE NO: CCS Facility Services will attain the business license promptly upon bid award.

 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?

 X No Yes If YES specify MBE WBE DVBE

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

 X No Yes If YES specify Certifying Agency

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B1695 City-Wide Custodial Services
EXHIBIT B**

QUALIFICATIONS AND EXPERIENCE OF RESPONDENT

Name: CCS Facility Services

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

After more than 30 years, CCS Facility Services is one of the largest building services contractors in the United States, providing expert janitorial and facility engineering services to thousands of commercial businesses with a deep bench of experienced cleaning and engineering professionals. As leaders in our industry, we are members of the BOMA, IREM, and IFMA real estate trade organizations. In addition, we hold professional certifications with ISSA GBAC, ISSA CIMS, LEED, WELL, and Fitwel related to building sustainability human wellness in the workplace, and business planning and process control. Our significant performance statistics include employee and customer retention at 3 times the industry average. Our highly efficient business model enables us to return an industry leading percentage of our customers' spend back to the properties. We are built to serve and would be honored to be part of the team servicing the City of North Las Vegas

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: City of Las Vegas (200 Buildings)

Company Address: 3104 E Bonanza Rd, Las Vegas, NV 89101

Point of Contact: Daniel Petcoff Phone Number: (702) 229-1196

E-Mail Address: dpetcoff@lasvegasnevada.gov

Brief Description of Contract Scope: Janitorial Services, Day Porter, Floor and Carpet Care services, Bio-Cleaning, and Electrostatic services.

Term of Contract (Base plus Option Years): 7

Year of Base Contract Award: 09/17/2017 Year Contract Completed: _____

Base Contract Amount: \$ 995,000/Year 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 B1695 City-Wide Custodial Services
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: Cox Communications
Company Address: 1700 Vegas Dr, Las Vegas, NV 89106
Point of Contact: Tony Lowrey Phone Number: (702) 545-1593
E-Mail Address: anthony.lowrey@cox.com
Brief Description of Contract Scope: Janitorial Services, Day Porter, Floor and Carpet Care services,
Bio-Cleaning, and Electrostatic services.

Term of Contract (Base plus Option Years): 13
Year of Base Contract Award: 01/01/2013 Year Contract Completed:
Base Contract Amount: \$ 540.000/Year 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: Coral Academy of Science (6 Campus)
Company Address: 8965 S Eastern Ave #260, Las Vegas, NV
Point of Contact: Anthony Vu Phone Number: (714) 725-5395
E-Mail Address: avu@coralacademylv.org
Brief Description of Contract Scope: Janitorial Services, Day Porter, Floor and Carpet Care services,
Bio-Cleaning, and Electrostatic services.

Term of Contract (Base plus Option Years): 6
Year of Base Contract Award: 02/01/2020 Year Contract Completed:
Base Contract Amount: \$ 456,000/Year 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 B1695 City-Wide Custodial Services
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, Brijida Castro, 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, Brijida Castro, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this 7th day of June, 2023.

Signature 

State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on this 7th day of June, 2023,
by Brijida Castro (name of person making statement).

Notary Signature 

STAMP AND SEAL





**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B1695 City-Wide Custodial Services
EXHIBIT D- Non-Collusion Affidavit**

State of Nevada County of Clark

Brijida Castro being first duly sworn deposes that:

- (1) He/She is the General Manager of CCS Facility Services, 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 7th day of June 2023.

Notary Public

My Commission expires: 11/21/2026





CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B1695 City-Wide Custodial Services
EXHIBIT E- Written Certification

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

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

Brijida Castro

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)


AUTHORIZED SIGNATURE

Brijida Castro

LEGAL NAME OF RESPONDENT

06/08/2023

DATE

General Manager

TITLE

EXHIBIT C

Revised Cost Proposal

Please see attached page(s).

ITEM No.	PROPERTY LOCATION	Monthly Price	Labor	Tools, Supplies, and Consumables
1	Night Cleaning - PD SAC	\$ 4,842.00	\$ 3,687.03	\$ 1,154.97
2	Day Porters - PD Radio	\$ 102.00	\$ 91.78	\$ 10.22
3	Day Porters - PD Detectives	\$ 615.00	\$ 553.35	\$ 61.64
4	Night Cleaning - PD NWAC	\$ 2,246.00	\$ 1,613.43	\$ 632.57
5	Day Porters - PD Traffic	\$ 410.00	\$ 368.91	\$ 41.10
6	Night Cleaning - PD NCAC	\$ 2,887.00	\$ 2,073.82	\$ 813.19
7	Day Porters - Alexander Library	\$ 1,614.00	\$ 1,452.22	\$ 161.78
8	Day Porters - Alainte Library	\$ 1,614.00	\$ 1,452.22	\$ 161.78
9	Night Cleaning - Neighborhood Rec	\$ 2,047.00	\$ 1,411.43	\$ 635.57
10	Night Cleaning - Silver Mesa Rec	\$ 4,436.00	\$ 3,226.29	\$ 1,209.71
11	Night Cleaning - Craig Ranch Admin	\$ 568.00	\$ 322.56	\$ 245.43
12	Night Cleaning - Fire Admin Bldg.	\$ 1,920.00	\$ 1,290.65	\$ 629.36
13	Night - Utilities Ops	\$ 2,325.00	\$ 1,613.18	\$ 711.82
14	Night - Utilities WRF	\$ 1,008.00	\$ 645.37	\$ 362.63
15	Night Cleaning - Silver Mesa Trailer	\$ 641.00	\$ 419.34	\$ 221.67
	Total price	\$ 27,275.00	\$ 20,221.57	\$ 7,053.43

BUSINESS LICENSE

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

Mailing Address:

**CCS LAS VEGAS JANITORIAL INC.
1165 S PENNSYLVANIA ST STE 200
DENVER, CO 80210**

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: **TRCK-001267-2023** Expiration Date: **02/29/2024**

License Type: **TRUCKING**

Classification: **TRUCKING**

Business Location: **CCS LAS VEGAS JANITORIAL INC.
2875 E PATRICK LN STE A
LAS VEGAS, NV 89120**

Owner/Principal(s): **CCS LAS VEGAS JANITORIAL INC.**

**CITY OF
NORTH LAS VEGAS**



Alfredo Mefesio
Director of Land Development &
Community Services

**This license is not transferable
POST IN A CONSPICUOUS PLACE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2023

8/18/2023

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

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

PRODUCER Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: American Zurich Insurance Company INSURER C: XL Specialty Insurance Company INSURER D: American Guarantee and Liab. Ins. Co. INSURER E: Travelers Property Casualty Company of America INSURER F:	FAX (A/C. No): NAIC # 16535 40142 37885 26247 25674
INSURED 1345173 CCS Las Vegas Janitorial, Inc. 3095 East Patrick Lane, Suites 9-11 Las Vegas, NV 89125		

COVERAGES**CERTIFICATE NUMBER:** 19835871**REVISION NUMBER:** XXXXXXXX

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 <input checked="" type="checkbox"/> \$250K SIR Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	9984166-00	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	9984167-00	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<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 \$ \$0	N	N	SXS 3320833-00	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 9984164-00 (AOS) WC 9984165-00 (AZ Only)	10/1/2022 10/1/2022	10/1/2023 10/1/2023	<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
C E	Employee Theft inc Theft Client Prop IM/ConEqp	N	N	ELU185929-22 QT-660-9W029512-TIL-23	10/1/2022 6/9/2023	10/1/2023 10/1/2024	\$1,000,000 Per Occ. Limit \$25,000 Deductible \$100K pr Occ/ \$1k Ded.

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

RE: City of North Las Vegas, its officers, officials, employees, and volunteers are included as Additional Insureds as respects General Liability if required by written contract. Coverage is Primary and Non-Contributory. Waiver of Subrogation applies in favor of the Additional Insureds as respects General Liability and Workers Compensation if required by written contract, where permissible by law.

See Attached

CERTIFICATE HOLDER**CANCELLATION** See Attachments

19835871 City of North Las Vegas 2250 Las Vegas Blvd N 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
--	---

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If General Liability, Automobile Liability, Umbrella Liability and Workers Compensation are cancelled by the issuing company during the policy term, for other than non-payment of premium, 30 days' notice will be provided to the Certificate Holder named below and 30 days' notice for non-payment of premium.


ZURICH®

Coverage Extension Endorsement – Liability Only

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
9984167-00	10/1/2022	10/1/2023	10/1/2022			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

J. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Waiver Of Subrogation (Blanket) Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
9984166-00	10/1/2022	10/1/2023	10/1/2022		\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



General Liability Supplemental Coverage Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. 9984166-00

Effective Date: 10/1/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section II – Who Is An Insured:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a.** Is newly acquired or formed during the policy period;
- b.** Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c.** Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, 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;
- b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section **II – Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph **2.a.(1)** of Section **II – Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a. 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), 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 "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.

However:

Paragraphs **(1)(a)** and **(1)(d)** do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs **(1)(a)**, **(b)** and **(c)** do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, 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:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- a. The insurance afforded the vendor does not apply to:

- (1) "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;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) 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;
- (5) 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;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) 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
- (8) "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:
 - (a) The exceptions contained in Subparagraphs (4) or (6); or
 - (b) 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.

- b.** 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.
 - c.** This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.
- 3.** With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a.** Required by the written contract or written agreement referenced in Subparagraph **E.1.** above (of this endorsement); or
- b.** Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Managers, Lessors or Governmental Entity

- 1.** Section **II – Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a.** Your acts or omissions; or
 - b.** The acts or omission of those acting on your behalf; andresulting directly from:
 - a.** Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
 - b.** Ownership, maintenance, occupancy or use of premises by you; or
 - c.** Maintenance, operation or use by you of equipment leased to you by such person or organization.However, the insurance afforded to such additional insured:
 - a.** Only applies to the extent permitted by law; and
 - b.** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
- 2.** This provision does not apply:
 - a.** Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
 - b.** To any person or organization included as an insured under Paragraph **3.** of Section **II – Who Is An Insured**;
 - c.** To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
 - d.** To any:
 - (1)** Owners or other interests from whom land has been leased by you; or
 - (2)** Managers or lessors of premises, if:
 - (a)** The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b)** The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - (c)** The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **F.1.** above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **F.** shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"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 "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- 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", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (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 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 Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;
- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

- (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
- (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
- (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii) Such attorney 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.

2. Paragraph **2.d.** of Section **I – Supplementary Payments – Coverages A and B** is replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph **2.f.** of Section **I – Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph **2.e.(2)** of Section **I – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs **1.b.** and **1.d.** are replaced by the following:

- b.** Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** 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.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III – Limits Of Insurance**.

2. Elevator Property Damage

- a.** The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b.** The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

- a.** The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b.** The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

- a. Expected Or Intended Injury Or Damage**

"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.

N. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

O. Insured Status – Amateur Athletic Participants

Section **II – Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

- (1) Your "employee", "volunteer worker" or any person you sponsor; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

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) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written 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".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or
- c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph **f.** of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

- f. Vehicles not described in Paragraph **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, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

- (1) Equipment 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.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"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, use, handling, maintenance, operation or safety 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.

"Your work":

a. Means:

- (1) Work, services or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

T. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – **Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

U. Other Insurance Condition

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) 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;
- (iv) 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 **I – Coverage A – Bodily Injury And Property Damage Liability**; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

V. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us; and
- c.** We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a.** Fail to disclose all hazards existing at the inception of this policy; or
- b.** Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

W. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment 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.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

X. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: 9984167-00

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Commercial Cleaning Systems Holdings, LLC

Endorsement Effective Date: 10/1/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – AUTOMATIC STATUS WHEN
REQUIRED IN WRITTEN CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for:

1. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
2. "Personal and advertising injury";
caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

B. The insurance afforded to such additional insured described in Paragraph **A.** of this endorsement:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to 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" due to 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 or drawings or specifications;
3. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

4. Engineering services, including related supervisory or inspection services;
5. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
6. Any health or therapeutic service treatment, advice or instruction;
7. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
8. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
9. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
10. Body piercing services;
11. Services in the practice of pharmacy;
12. Law enforcement or firefighting services; and
13. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

D. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
9984166-00	10/1/2022	10/1/2023	10/1/2022			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Commercial Cleaning Systems Holdings, LLC

Address (including ZIP Code): 80223

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. 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 failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement	Effective Policy No. WC 9984164-00	Endorsement No.
Insured Commercial Cleaning Systems Holdings, LLC		Premium \$

Insurance Company

Countersigned by



American Zurich Insurance Company

EXHIBIT B

1st Amendment

Please see the attached page(s).

FIRST AMENDMENT TO CITY-WIDE CUSTODIAL SERVICES AGREEMENT

This First Amendment to City-wide Custodial Services Agreement (“First Amendment”) is made and entered into as of 12/19/2023 10:39:26 PST (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and CCS Facility Services-Nevada, Inc., a California corporation, *f.k.a.*, CCS Las Vegas Janitorial Inc., (“Provider”); collectively, City and Provider will be referred to as the “Parties”).

WITNESSETH:

WHEREAS, on September 28, 2023, City and Provider entered into the City-wide Custodial Services Agreement (“Original Agreement”), a copy of which is attached hereto as Exhibit A;

WHEREAS, the Parties wish to amend Section 9.2 of the Original Agreement to increase the background check requirements by Provider; and

WHEREAS, the Parties wish to amend the indemnification language in Section 7 of the Original Agreement; and

WHEREAS, the Parties also wish to update the Providers name from CCS Las Vegas Janitorial, Inc. to its new legal name of CCS Facility Services-Nevada Inc. A copy of documentation reflecting the name change is attached as Exhibit B;

WHEREAS, the Original Agreement shall be amended as described herein as of the Effective Date of this First Amendment.

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:

AGREEMENT

1. Section 9.2 of the Original Agreement is hereby deleted in its entirety and replaced with the following language:

9.2. 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. The City may require each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property to submit to a background check performed by the City’s Police

Department ("Background Check"), and each employee, agent, or subcontractor must satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement. For this Agreement the City is requiring a Level 3 Background which includes Federal fingerprinting, drug screening, Voice Stress Analysis (CVSA) and Police/Fire Security Clearance Process or Triple I which includes Fingerprint based Criminal History Check and drug screening depending on the position.

2. Section 7 of the Original Agreement is hereby deleted in its entirety and replaced with the following language:

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, and to the extent 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.

3. The Parties agree that where the name "CCS Las Vegas Janitorial Inc." appears in the Original Agreement, it should be replaced with "CCS Facility Services-Nevada, Inc."
4. In all other respects, the Parties confirm and re-affirm the terms and provision of the Original Agreement.
5. For the purpose of this Amendment, the use of signatures via facsimiles, email, or other electronic medium shall have the same force and effect as original signatures.

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

City of North Las Vegas,
a Nevada municipal corporation

By: 
Ryann Juden, City Manager

Attest:
By: 
Jackie Rodgers, City Clerk

Approved as to form:
By: 
Micaela Rustia Moore, City Attorney

CCS Facility Services-Nevada Inc.,
a California corporation


By: 
Name: Stephen S. Larson
Title: EVP

EXHIBIT C

Second Amendment

Please see the attached page(s).

SECOND AMENDMENT TO CITY-WIDE CUSTODIAL SERVICES AGREEMENT

This Second Amendment to City-Wide Custodial Services Agreement (“Second Amendment”) is made and entered into as of 09/24/2024 15:52:28 GMT (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and CCS Facility Services-Nevada, Inc., a California corporation., (“Provider”; collectively, City and Provider will be referred to as the “Parties”).

WITNESSETH:

WHEREAS, on September 28, 2023, City and Provider entered into the City-Wide Custodial Services Agreement (“Original Agreement”), a copy of which is attached hereto as Exhibit A;

WHEREAS, on December 19, 2023 the City and Provider entered into a First Amendment to City-Wide Custodial Services Agreement (“First Amendment”) to amend Section 9.2 to increase the background check requirement by provider. A copy of the First Amendment is attached hereto as “Exhibit B” (The Original Agreement, the First Amendment, and this Second Amendment are referred to as the “Agreement”); and

WHEREAS, the Parties wish to amend the contract to add two (2) additional locations to be services under the Agreement, Fort Sumter, located at 2829 Fort Sumter Dr., North Las Vegas NV 89030, and the Veteran’s Resource Center, located at 3090 East Centennial Parkway, North Las Vegas, NV 89081 (“Additional Services”). This Additional Services will be provided at the rate on Quotes dated August 12th, 2024 and August 16th 2024, copies of which are attached hereto as “Exhibit C”; and

WHEREAS, to account for the Additional Services and related rate, the Parties wish to amend the total monthly services amount of the Agreement from Twenty-Seven Thousand Two Hundred Seventy-Five Dollars and 00/100 (\$27,275.00) to Twenty-Seven Thousand Seven Hundred Sixty-Five Dollars and 00/100 (\$27,765.00) beginning September, 2024. The total not-to-exceed amount of the Agreement will increase from Nine Hundred Eighty-One Thousand Nine Hundred Dollars and 00/100 (\$981,900.00) to Nine Hundred Ninety-Eight Thousand Five Hundred Sixty Dollars and 00/100 (\$998,560.00); and

WHEREAS, the Original Agreement shall be amended as described herein as of the Effective Date of this Second Amendment.

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:

AGREEMENT

1. Section 3.1 of the Original Agreement shall be deleted and replaced with the following:

“Provider will provide the Services in the amount of Twenty-Seven Thousand Two Hundred Seventy-Five Dollars and 00/100 from the Agreement’s Effective date until August 2024 and Twenty-Seven Thousand Seven Hundred Sixty-Five Dollars and 00/100 (\$27,765.00) per month beginning September 2024, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The total not-to-exceed amount of this Agreement is Nine Hundred Ninety-Two Thousand Six Hundred Eighty Dollars and 00/100 (\$992,680.00).”

FISCAL YEAR	AMOUNT PER FISCAL YEAR
Effective Date - June 30, 2024	\$327,300.00
July 1, 2024– June 30, 2025	\$332,200.00
July 1, 2025 – June 30, 2026	\$333,180.00
TOTAL	\$992,680.00

2. Exhibit C to this Second Amendment is hereby incorporated to the Agreement.


In all other respects, the Parties confirm and re-affirm the terms and provision of the Original Agreement.

3. For the purpose of this Amendment, the use of signatures via facsimiles, email, or other electronic medium shall have the same force and effect as original signatures.


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

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

City of North Las Vegas,
a Nevada municipal corporation

By: 
Micaela Rustia Moore, City Manager

Attest:

By: 
Jackie Rodgers, City Clerk

Approved as to form:

By: 
Andy Moore, Acting City Attorney

CCS Facility Services-Nevada Inc.,
a California corporation

By: Steve Larson
Name: Stephen S. Larson
Title: EVP

EXHIBIT D

Additional Locations

Please see the attached page(s).



**Janitorial Contract Pricing
City of North Las Vegas
1737 Hunkins Drive**

Service:

Nighttime Janitorial Services
3 nights per week
Tuesday, Thursday, Saturday

Pricing:

Labor

\$1,550.00 per month

Consumable supplies

\$240.00 per month



**Janitorial Contract Pricing
City of North Las Vegas
375 West Centennial Parkway**

Service:

Nighttime Janitorial Services
5 nights per week
Monday – Friday

Pricing:

Labor	\$2,630.00 per month
Consumable supplies	\$595.00 per month



**Janitorial Contract Pricing
City of North Las Vegas
Craig Ranch Maintenance Building
2025**

Service:

Nighttime Janitorial Services
4 nights per week
Monday – Thursday

Pricing:

Labor	\$100.00
Consumable Supplies	\$95.00
<i>Total</i>	\$195.00 per month

Start Date:

TBD