

FIRST AMENDMENT TO THE WATER SOFTENER TREATMENT AND ICE MACHINE RENTAL, SERVICE, AND MAINTENANCE AGREEMENT

This First Amendment to the Rental, Service, and Maintenance Agreement (the “First Amendment”) is effective _____ (“Effective Date”) between the City of North Las Vegas, a Nevada municipal corporation (the “City”) and West Coast Pure Water LLC, Inc., a Nevada limited liability company (“Provider”).

RECITALS

WHEREAS, on June 22, 2020, the City and Provider entered into an Agreement for water softener treatment and ice machine rental, service and maintenance agreement (the “Original Agreement”), a copy of which is attached hereto as “Exhibit A” (46 pages); and

WHEREAS, the Parties wish to amend the contract to include the additional services to be provided as per Quote dated August 3, 2020 in the amount of Nineteen Thousand, Four Hundred Twenty-Three Dollars and 80/100 (\$19,423.80) attached hereto as “Exhibit B” and as per Quote dated October 29, 2020 in the amount of Four Thousand, Three Hundred Sixteen Dollars and 00/100 (\$4,316.40.00) attached hereto as “Exhibit C”; and

WHEREAS, the Parties wish to amend the not to exceed amount of Twenty-Seven Thousand, Seven Hundred Fifty-Two Dollars and 40/100 (\$27,752.40) per fiscal year to a not to exceed amount of Fifty-One Thousand, Four Hundred Ninety-Two Dollars and 60/100 (\$51,492.60) per fiscal year; and

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

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

AGREEMENT

1. Section 2.1 of the Original Agreement shall be deleted and replaced with the following:

“The City shall pay Provider for rented Equipment and service and maintenance of the Equipment, as listed on the Bid in an amount not to exceed Fifty-One Thousand, Four Hundred Ninety-Two Dollars and 60/100 (\$51,492.60) per fiscal year. The term of this agreement shall commence on the Effective Date and continue for a three-year period, with two (2) one-year optional extensions, at the sole discretion of the City Manager (“Term”). .”

2. Exhibit A of the Original Agreement shall be amended to include Exhibit B and Exhibit C to this First Amendment.

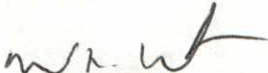
3. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

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

City of North Las Vegas,
a Nevada municipal corporation

West Coast Pure Water, LLC
a Nevada limited liability company

By: _____
John Lee, Mayor

By: 
Name: Michael R. Wilson
Title: Managing Member

Attest:

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

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A
ORIGINAL AGREEMENT

Please see attached page(s).

WATER SOFTENER TREATMENT AND ICE MACHINE RENTAL, SERVICE, AND MAINTENANCE AGREEMENT

This Rental, Service, and Maintenance Agreement ("Agreement") is made and entered into as of 06/22/2020 22:34:41 GMT ("Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation ("City") and West Coast Pure Water LLC, Inc., a Nevada limited liability company ("Provider").

RECITALS

A. The City desires to rent water softener treatment and ice machines for use at various locations in the City ("Equipment") and to have such Equipment serviced and maintained to keep the Equipment operational and functioning properly.

B. The City desires to rent the Equipment from Provider and have Provider service and maintain such Equipment to keep it operational and functioning properly, and the Provider agrees to such arrangement, upon the terms and conditions described in this Agreement.

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

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. Provider shall perform all of its obligations in the manner set forth in this Agreement on the effective date of this Agreement, using the fees provided in Provider's bid dated March 9, 2020 ("Bid"), attached hereto as Exhibit A, complying with the terms of the Invitation to Bid attached hereto as Exhibit B, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. Provider shall perform all of its obligations under this Agreement, in compliance with the Bid. To the extent that any term of the Bid is inconsistent with, or conflicts with, this Agreement, the terms of this Agreement shall govern.

1.3. Provider shall perform all of its obligations requested by the City in the manner set forth in this Agreement, including, without limitation those obligations set forth in the documents attached hereto and incorporated herein, as may be amended by mutual agreement of the parties, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement. If Provider performs any additional task without obtaining the City's prior written approval, Provider does so at its own risk and expense.

1.4. Provider's performance of its obligations under this Agreement must meet or exceed the technical specifications detailed in the Bid or as otherwise specified by the City.

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

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

SECTION TWO PAYMENT AND TERM

2.1. The City shall pay Provider for rented Equipment and service and maintenance of the Equipment, as listed on the Bid in an amount not to exceed Twenty-Seven Thousand, Seven Hundred Fifty-Two Dollars and 40/100 (\$27,752.40) per fiscal year. The term of this agreement shall commence on the Effective Date and continue for a three-year period, with two (2) one-year optional extensions, at the sole discretion of the City Manager ("Term").

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

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

City of North Las Vegas Finance Department
ATTN: Accounts Payable, Suite 700
2250 Las Vegas Blvd., N.
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation

of City's reliance thereon, as follows:

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

(b) The Equipment is now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

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

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

SECTION FOUR INSURANCE

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

(a) Workers' Compensation Insurance as required by applicable law, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City, Provider or Provider's subcontractors, principals or agents.

(b) Commercial General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000.00 per occurrence and in the aggregate. Such General Liability insurance policy shall include the City as an additional insured under a blanket Additional Insured endorsement.

SECTION FIVE TERMINATION

The City may terminate this Agreement at any time with or without cause upon notice Provider, and the City shall have no liability to Provider for such termination except that the City shall pay Provider for the reasonable value of rented Equipment and the services provided by Provider to the City up through and including the date of termination, provided that Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such services in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit B (Terms & Conditions of City's Bid). This Section 6 shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN NOTICES

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

To City:	City of North Las Vegas Attention: Joy Yoshida 2250 Las Vegas Blvd., N., Suite 710 North Las Vegas, Nevada 89030 Phone: 702-633-1745
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To Provider:	West Coast Pure Water, LLC Attention: Michael R. Wilson 9030 West Sahara Avenue #288 Las Vegas, NV 89117 Phone: 702-871-5333
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7.2. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

SECTION EIGHT MISCELLANEOUS

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

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

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

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

8.5. Controlling Agreement. To the extent any of the terms or provisions in the Bid conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Bid 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.

8.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 8.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

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

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

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

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

8.12. 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, this Agreement will be terminated when appropriated funds expire.

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


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

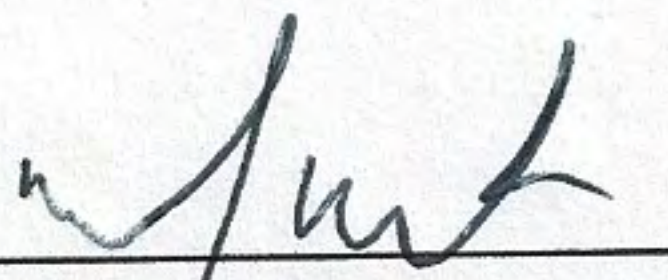
8.15 Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency.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

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


City of North Las Vegas,
a Nevada municipal corporation

West Coast Pure Water, LLC
a Nevada limited liability company

By: 
John J. Lee, Mayor

By: 
Title: Managing member

Attest:

By: 
Catherine A. Raynor, MMC, City Clerk

Approved as to Form:


By: 
Micaela Rustia Moore, City Attorney

Exhibit A

Bid

Please see attached pages



B-1592 Addendum 1

WEST COAST PURE WATER, LLC

Supplier Response

Event Information

Number: B-1592 Addendum 1
Title: Water Softener Treatment and Ice Machine Service
Type: Invitation for Bid
Issue Date: 2/5/2020
Deadline: 3/10/2020 10:00 AM (PT)
Notes: This is an invitation to bid from the City of North Las Vegas to supply Water Softener Treatment and Ice Machine Service to various locations in the City.

Contact Information

Contact: Marie Leake
Address: 2250 Las Vegas Blvd. Suite 710
North Las Vegas, NV 89030
Phone: 1 (702) 6332440
Email: leakem@cityofnorthlasvegas.com

WEST COAST PURE WATER, LLC Information

Contact: MICHAEL R. WILSON
Address: 9030 WEST SAHARA AVE. # 288
LAS VEGAS, NV 89117
Phone: (702) 871-5333
Fax: (702) 254-3190
Email: mike@westcoastpurewater.com

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

Michael R. Wilson

Signature

Submitted at 3/9/2020 11:43:26 AM

mike@westcoastpurewater.com

Email

Supplier Note

The price submission forms originally would not allow any zero entries, so we input \$1.00 for all installations. Even though the Bid form now accepts a zero entry, our Response Forms already have \$1 entered under Installations so we did not change our Bid entry so they would match. West Coast Pure Water will not be charging the City of North Las Vegas any installation fees for this project.

Requested Attachments

Required Documents

Bid-1592 Response Forms.pdf

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

Bid Attributes

1 Acknowledgment of Addendum No 1

I acknowledge Addendum No.1

Acknowledgment of Addendum No 1

Bid Lines

1 North Las Vegas City Hall- 2250 Las Vegas Blvd N. - Installation

Quantity: 1 UOM: EACH Unit Price: \$1.00 Total: \$1.00

2 North Las Vegas City Hall- 2250 Las Vegas Blvd N. – Equipment Rental and Service

Quantity: 12 UOM: MONTHS Unit Price: \$1,933.85 Total: \$23,206.20

3 North Las Vegas Justice Facility – 2332 LV Blvd N (Computer RM) - Installation

Quantity: 1 UOM: EACH Unit Price: \$1.00 Total: \$1.00

4 North Las Vegas Justice Facility – 2332 LV Blvd N (Computer RM) – Equipment Rental and Service

Quantity: 12 UOM: MONTHS Unit Price: \$59.95 Total: \$719.40

5	North Las Vegas Utilities Operations -2829 Ft. Sumter Dr. - Installation		
Quantity: <u> 1 </u>	UOM: <u>EACH</u>	Unit Price: <u> \$1.00 </u>	Total: <u> \$1.00 </u>
6	North Las Vegas Utilities Operations -2829 Ft. Sumter Dr – Equipment Rental and Service		
Quantity: <u> 12 </u>	UOM: <u>MONTHS</u>	Unit Price: <u> \$159.00 </u>	Total: <u> \$1,908.00 </u>
7	North Las Vegas Park Maintenance -316 E. Brooks Ave - Installation		
Quantity: <u> 1 </u>	UOM: <u>EACH</u>	Unit Price: <u> \$1.00 </u>	Total: <u> \$1.00 </u>
8	North Las Vegas Park Maintenance -316 E. Brooks Ave – Equipment Rental and Service		
Quantity: <u> 12 </u>	UOM: <u>MONTHS</u>	Unit Price: <u> \$79.95 </u>	Total: <u> \$959.40 </u>
9	North Las Vegas Public Works (Brooks Annex)-50 E. Brooks Ave - Installation		
Quantity: <u> 1 </u>	UOM: <u>EACH</u>	Unit Price: <u> \$1.00 </u>	Total: <u> \$1.00 </u>
10	North Las Vegas Public Works (Brooks Annex)-50 E. Brooks Ave – Equipment Rental and Service		
Quantity: <u> 12 </u>	UOM: <u>MONTHS</u>	Unit Price: <u> \$79.95 </u>	Total: <u> \$959.40 </u>

Response Total: \$27,757.40

B-1592

Water Softener Treatment and Ice Machine Sercvice

Issue Date: 2/5/2020

Questions Deadline: 2/24/2020 12:00 PM (PT)

Response Deadline: 3/10/2020 10:00 AM (PT)

City of North Las Vegas

Contact Information

Contact: Marie Leake

Address: 2250 Las Vegas Blvd. Suite 710
North Las Vegas, NV 89030

Phone: 1 (702) 6332440

Email: leakem@cityofnorthlasvegas.com

Event Information

Number: B-1592
Title: Water Softener Treatment and Ice Machine Service
Type: Invitation for Bid
Issue Date: 2/5/2020
Question Deadline: 2/24/2020 12:00 PM (PT)
Response Deadline: 3/10/2020 10:00 AM (PT)
Notes: This is an invitation to bid from the City of North Las Vegas to supply Water Softener Treatment and Ice Machine Service to various locations in the City.

Bid Activities

Pre-Bid

2/10/2020 10:00:00 AM (PT)

Bid Attachments

Bid B1592 - Water Softener Treatment and Ice Machine Service (02-03-20).pdf

Download

This Bid is for Water Softener Treatment and Ice Machine Services

Requested Attachments

Required Documents

(Attachment required)

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

Bid Lines

1	North Las Vegas City Hall- 2250 Las Vegas Blvd N. - Installation (Response required)	Quantity: <u>1</u> UOM: <u>EACH</u>	Unit Price: \$ <u>1.00</u>	Total: \$ <u>1.00</u>
2	North Las Vegas City Hall- 2250 Las Vegas Blvd N. – Equipment Rental and Service (Response required)	Quantity: <u>12</u> UOM: <u>MONTHS</u>	Unit Price: \$ <u>1,933.85</u>	Total: \$ <u>23,206.20</u>
3	North Las Vegas Justice Facility – 2332 LV Blvd N (Computer RM) - Installation (Response required)	Quantity: <u>1</u> UOM: <u>EACH</u>	Unit Price: \$ <u>1.00</u>	Total: \$ <u>1.00</u>
4	North Las Vegas Justice Facility – 2332 LV Blvd N (Computer RM) – Equipment Rental and Service (Response required)	Quantity: <u>12</u> UOM: <u>MONTHS</u>	Unit Price: \$ <u>59.95</u>	Total: \$ <u>719.40</u>
5	North Las Vegas Utilities Operations -2829 Ft. Sumter Dr. - Installation (Response required)	Quantity: <u>1</u> UOM: <u>EACH</u>	Unit Price: \$ <u>1.00</u>	Total: \$ <u>1.00</u>

6	North Las Vegas Utilities Operations -2829 Ft. Sumter Dr – Equipment Rental and Service (Response required)	Quantity: <u>12</u> UOM: <u>MONTHS</u>	Unit Price: \$ <u>159.00</u>	Total: \$ <u>1,908.00</u>
7	North Las Vegas Park Maintenance -316 E. Brooks Ave - Installation (Response required)	Quantity: <u>1</u> UOM: <u>EACH</u>	Unit Price: \$ <u>1.00</u>	Total: \$ <u>1.00</u>
8	North Las Vegas Park Maintenance -316 E. Brooks Ave – Equipment Rental and Service (Response required)	Quantity: <u>12</u> UOM: <u>MONTHS</u>	Unit Price: \$ <u>79.95</u>	Total: \$ <u>959.40</u>
9	North Las Vegas Public Works (Brooks Annex)-50 E. Brooks Ave - Installation (Response required)	Quantity: <u>1</u> UOM: <u>EACH</u>	Unit Price: \$ <u>1.00</u>	Total: \$ <u>1.00</u>
10	North Las Vegas Public Works (Brooks Annex)-50 E. Brooks Ave – Equipment Rental and Service (Response required)	Quantity: <u>12</u> UOM: <u>MONTHS</u>	Unit Price: \$ <u>79.95</u>	Total: \$ <u>959.40</u>

Supplier Information

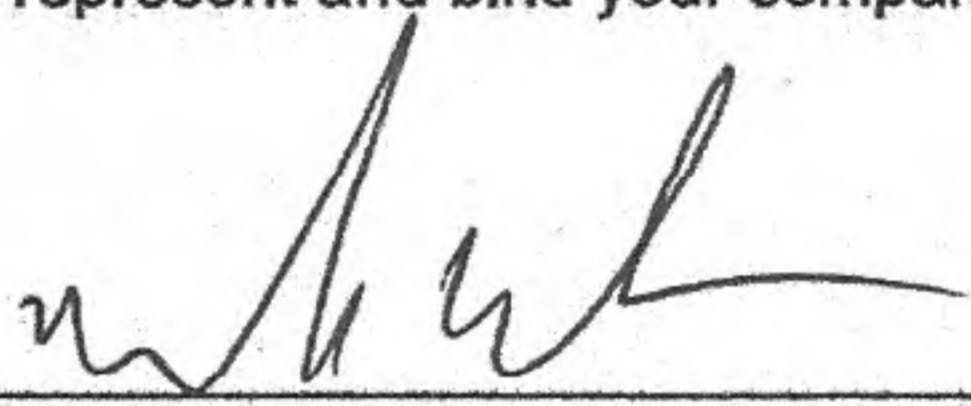
Company Name: West Coast Pure Water, LLC
Contact Name: Michael R. Wilson
Address: 9030 West Sahara Ave #288
Lt Vegas, NV 89117

Phone: 702-871-5333 OFFICE 702-334-4170 Cell
Fax: 702-254-3190
Email: mike@westcoastpurewater.com

Supplier Notes

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

Michael R. Wilson
Print Name


Signature

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
Bid B-1592 - Water Softener Treatment and Ice Machine Service
EXHIBIT A
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **Bid B-1592 - Water Softener Treatment and Ice Machine Service** and constitutes an offer by this company to enter into a contract as described herein.

Michael R. Wilson West Coast Pure Water LLC
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) LEGAL NAME OF RESPONDENT

[Signature] 2-20-2020
AUTHORIZED SIGNATURE DATE

Managing Member 702-871-5333 254-3190
TITLE TELEPHONE NUMBER FAX NUMBER

9030 West Sahara Ave
ADDRESS OF RESPONDENT

LAS VEGAS NEVADA 89117
CITY STATE ZIP CODE

E-MAIL ADDRESS: mike@westcoastpurewater.com

CNLV-BUSINESS LICENSE NO: 109809

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

FOR INFORMATIONAL PURPOSES ONLY

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

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

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

☐ No ☐ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
Bid B-1592 - Water Softener Treatment and Ice Machine Service
EXHIBIT B**

QUALIFICATIONS AND EXPERIENCE OF RESPONDENT

Name: WESTCOAST PURE WATER, LLC

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

15 YEARS EXPERIENCE SERVING WATER PURIFICATION EQUIPMENT
ICE MACHINE EQUIPMENT SERVICES 15 YEARS
ANTI-SCALE SYSTEMS - COMMERCIAL UNITS - 15 YEARS
WATER SOFTENING SYSTEMS - COMMERCIAL UNITS - 15 YEARS

SERVICING VARIOUS COMMERCIAL BUSINESSES INCLUDING MAJOR
HOTELS - IN LAS VEGAS AND SOUTHERN CALIFORNIA

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: HEALTH CARE PARTNERS

Company Address: 823 PILOT ROAD
LAS VEGAS, NEVADA 89119

Point of Contact: AMY PONCE Phone Number: 702-862-6190

E-Mail Address: APONCE@heprnv.com

Brief Description of Contract Scope:

SERVICING ICE EQUIPMENT, SERVING WATER PURIFICATION
EQUIPMENT
VARIOUS LOCATION THROUGHOUT LAS VEGAS AND PHOENIX

Term of Contract (Base plus Option Years): 5 YEARS

Year of Base Contract Award: 2018 YEAR Year Contract Completed: ON GOING

Base Contract Amount: \$ 100K Total Contract Amount (including all option years) \$ 500K

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
Bid B-1592 - Water Softener Treatment and Ice Machine Service
EXHIBIT B - QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: City of North Las Vegas
Company Address: 2250 Las Vegas Blvd N. Las Vegas, NV 89030
Point of Contact: John Runiks Phone Number: 702-633-1267
E-Mail Address: Runiks@cityofnorthlasvegas.com

Brief Description of Contract Scope:

Service water units various locations including purification
Service Ice machines various locations
Service Anti Sulf System main Building

Term of Contract (Base plus Option Years): 2 years

Year of Base Contract Award: 1-1-2017 Year Contract Completed: On going

Base Contract Amount: \$ 30,093.00 Total Contract Amount (including all option years) \$ 60,186.00
Annual 2 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: Sutherland Global
Company Address: 8725 West Sahara Ave, Las Vegas, NV 89117
Point of Contact: Alex Beevers Phone Number: 585-354-6629
E-Mail Address: Alex.Beevers@sutherlandglobal.com

Brief Description of Contract Scope:

Service water Filtration Systems - multiple units
Service Ice machines various - locations @ address above

Term of Contract (Base plus Option Years): 3 years

Year of Base Contract Award: 3-1-2017 Year Contract Completed: On going

Base Contract Amount: \$ 21,475.80 Total Contract Amount (including all option years) \$ 64,427.40

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

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
Bid B-1592 - Water Softener Treatment and Ice Machine Service
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, Michael R. Wilson, 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, Michael R. Wilson, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this 18th day of February, 20 20.

Signature [Signature]

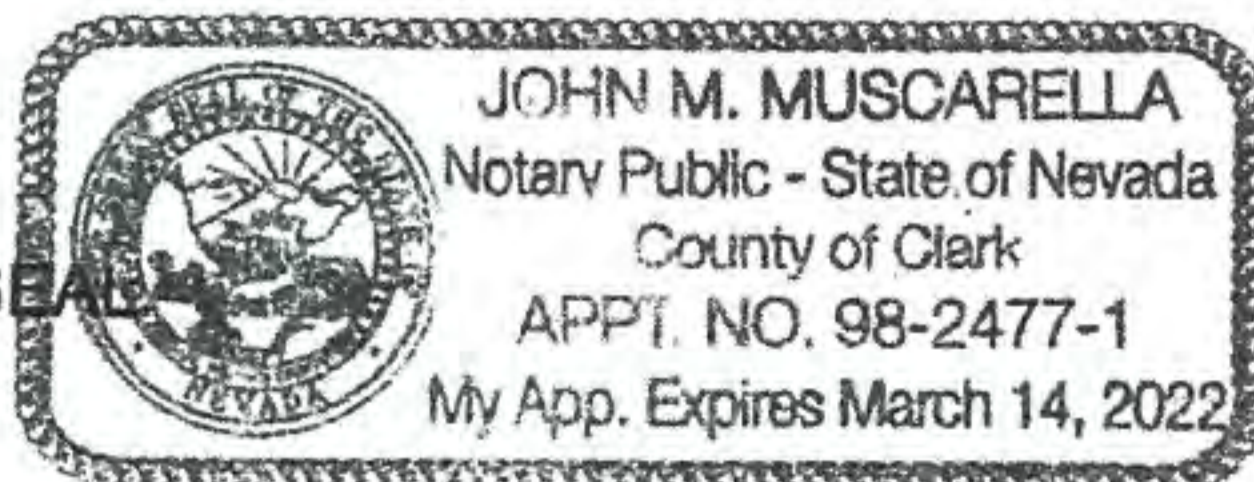
State of NEVADA

County of CLARK

Signed and sworn to (or affirmed) before me on this 18 day of FEB, 20 20,

by MICHAEL R. WILSON (name of person making statement).

STAMP AND SEAL



Notary Signature

[Signature]



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

**Bid B-1592 - Water Softener Treatment and Ice Machine Service
EXHIBIT D- Non-Collusion Affidavit**

State of NEVADA County of Clark

Michael R. Wilson

being first duly sworn deposes that:

- (1) He/She is the managing member of West Coast Pro Wash LLC, 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.

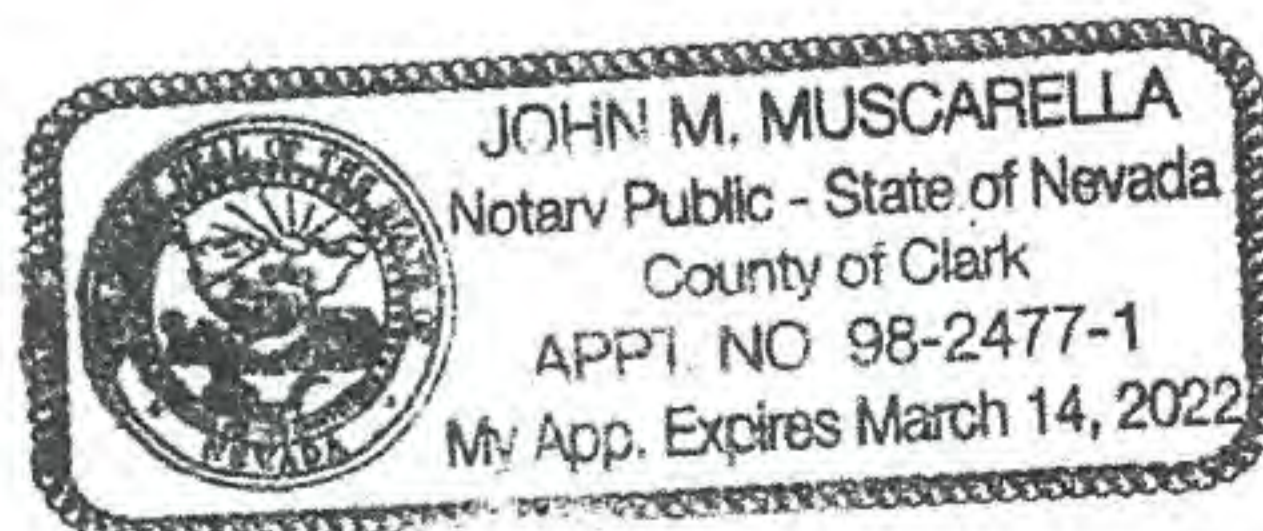
(Signed):

Michael R. Wilson
Title: managing member

Subscribed and sworn to before me this 18 day of FEB 2020.

Notary Public

My Commission expires: 3/14/2020





**CITY OF NORTH LAS VEGAS
INVITATION TO BID
Bid B-1592 - Water Softener Treatment and Ice Machine Service
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.

Michael R. Wilson
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

West Coast Power Water, LLC
LEGAL NAME OF RESPONDENT

[Signature]
AUTHORIZED SIGNATURE

2-20-2020
DATE

MANAGING MEMBER
TITLE

Exhibit B

Invitation to Bid

Please see attached pages

Mayor
John J. Lee

City Manager
Ryann Juden

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



Finance Department
Purchasing-Risk Management Department
2250 Las Vegas Boulevard, North · Suite #710 · North Las Vegas, Nevada 89030
Telephone: (702) 633-2438 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

February 5, 2020


**CITY OF NORTH LAS VEGAS
INVITATION TO BID
Bid B-1592 - Water Softener Treatment and Ice Machine Service**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnva.com until **March 10, 2020 at 10:00 A.M.** (the "Bid Due Date"), and the bids will be publicly opened and read shortly thereafter in Conference Room 703 inside City Hall at the above listed address.

An optional Pre-Bid Meeting will be held on **February 10, 2020 at 10:00 A.M.** in the City of North Las Vegas Finance Department in Conference Room #703, 2250 Las Vegas Boulevard North, North Las Vegas, Nevada, 89030. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns.

All questions or concerns must be submitted electronically in the NGEM System or via e-mail to Marie Leake, Buyer at leakem@cityofnorthlasvegas.com. The cut-off time for all questions is **February 24, 2020, at 12:00 p.m.** If any questions are received, an addendum will be issued to answer those questions and the addendum will be posted in the NGEM System and will be made available at the City of North Las Vegas Purchasing Web Page at <http://www.cityofnorthlasvegas.com/purchasingbidadvertisements/index.php>.

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


Catherine A. Raynor, MMC
City Clerk

Published in the Las Vegas Review Journal
(February 5, 2020)

CITY OF NORTH LAS VEGAS INVITATION TO BID
Bid B-1592 - Water Softener Treatment and Ice Machine Service

1. PUBLIC RECORDS:

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

2. PERFORMANCE OF WORK:

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

3. FORM OF CONTRACT:

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

4. ELECTRONIC BID THROUGH NGEM SYSTEM:

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

5. EXPLANATION TO RESPONDENT:

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of their Bid. Oral explanations given before the award of the contract will not be binding. Any written interpretation made will be furnished to all Respondents and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications, or other pre-Bid documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Marie Leake, Buyer at leakem@cityofnorthlasvegas.com or ATTN: Marie Leake, Buyer, City of North Las Vegas, 2250 Las Vegas Blvd. North, Suite 708, North Las Vegas, NV 89030. 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 mailed or e-mailed to all known prospective Respondents. 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(3), the City shall not enter into a contract with a Respondent to this Bid unless the contract includes the written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

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

8. CONDITIONS OF BID SUBMITTAL:

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

9. BID PROTESTS:

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

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

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

10. LICENSES:

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

11. PUBLIC OPENING:

Bids received will be opened and the name of the Respondent's company will be read publicly at the time and place indicated in the Bid documents. Respondents, their authorized agents, and the

public are invited to be present. 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 (3) years with two (2), one (1) year extensions

13. INSURANCE:

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

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

COMMERCIAL GENERAL LIABILITY

Each Occurrence	\$1,000,000 each occurrence/accident
Products/Completed Operations	\$2,000,000 aggregate
Property Damage	\$1,000,000
Personal/Advertising Injury	\$1,000,000
COMBINED SINGLE LIMIT OF	\$1,000,000
Aggregate of	\$2,000,000

AUTOMOBILE LIABILITY

Bodily Injury - - - - - \$1,000,000 each accident
Property Damage - - - - \$1,000,000 each accident

Coverage must include all owned, leased, hired, non-owned and employee non-owned vehicles, where applicable, Personal Injury Protection.

WORKERS' COMPENSATION

Nevada Statutory Requirements

If no employees, then Exhibit D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Bid. 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.

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

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

14. INDEMNITY:

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

15. PROVISIONS PROVIDED BY LAW:

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

16. ADDENDA INTERPRETATIONS:

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

17. CANCELLATION OF CONTRACT:

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

18. TERMINATION FOR CONVENIENCE:

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

19. TAXES:

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

20. EXCEPTIONS:

Each Respondent must list on a separate document any exceptions to specifications and attach it to their Bid. Exceptions, deviations, or contingencies requested in Respondent's bid response, while

possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of a Bid response.

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 company ("Company") as the sole responsible party for the performance of the Contract. The Respondent shall maintain complete control over its employees. Nothing contained in this Invitation to Bid, the Contract, or awarded by the City shall create a partnership, joint venture, or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party. The Contract may not be subcontracted.

26. COMPANY PERSONNEL:

The successful Respondent is solely responsible for the supervision and control of its staff performing work under the Contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract, a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement.

27. KEY PERSONNEL:

The City designates Marie Leake, Buyer, as the responsible party for managing this Bid Advertisement. She can be reached at 702-633-2440 or at Marie Leake, Buyer and is available Monday through Thursday from 6am to 4pm.

The City also designates John Runiks, Manager Infrastructure Maintenance, as the project manager for this service. He can be contacted at 702-633-1124 or at runiks@cityofnorthlasvegas.com and is available Monday through Thursday from 8am to 4pm.

The cutoff date for any questions regarding this is **February 24, 2020, at 12:00 p.m.** Any questions submitted beyond this cut off time will not be answered.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
Bid B-1592 - Water Softener Treatment and Ice Machine Service**

DEFINITIONS

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

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

City - the City of North Las Vegas.

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

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

City Council - the legislative body that governs the city.

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

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

City Staff - any person currently employed by the City.

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

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

Key Personnel - defined City employees listed in Paragraph 27.

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

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

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

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

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

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
Bid B-1592 - Water Softener Treatment and Ice Machine Service**

1. Scope of Work:

In an effort to provide a service to various City facilities in City of North Las Vegas, the following facilities have a water softener/filtration system and may even have an ice machine which is also utilizing a softener/filtration system. Each facility listed will describe the scope of work done in order to service and properly maintain that equipment to keep it operational and functioning properly.

The vendor will be responsible for all costs, license, insurance, associated with install and operation of the treatment system and ice system. All service to be performed and completed as noted.

NORTH LAS VEGAS CITY HALL 2250 LAS VEGAS BLVD N

- Water treatment for the entire building to be Watts Anti Scale Conditioning Tanks, total of 6, model OF1465-50 2" SOCKET. Each tank to handle 50 gallons per minute water flow, 6 tanks to run in series.
- Installation to include but not limited to all parts, fittings, 4" copper line, bypass ball valves, elbows, tee's, etc. All labor associated with the installation and maintenance of the system, all service calls, all scalenet regeneration as needed at vendors cost, water system inspection and quality check included at vendors cost. All services to be performed and completed on a quarterly basis.
- All equipment included will be on a monthly rental which shall include all service and service calls, parts and labor for all equipment previously listed. Any equipment that cannot be repaired, vendor is responsible for replacement with a new piece of equipment. Any equipment that needs to be replaced will be done with new, like kind of equipment at no charge to the City.

NORTH LAS VEGAS CITY HALL FLOORS 3, 4, 5, 6, 7 & 8 2250 LAS VEGAS BLVD N

- Installation to include R/O 100 gallon per day water purification system with (1) or (2) 4 gallon holding tanks for each system on each floor. Vendor responsible for adding more tanks if demand is warranted at no cost to the City. All services to be performed and completed on a bi-annual basis.
- Service to include filter changes, R/O changes, GAC filtration change, sanitation of the Vertex 1000 water dispenser. Service to also include maintenance, sanitation, all parts, labor, and all service calls for R/O and Vertex 1000 water coolers. Service shall be twice per year. Any equipment that cannot be repaired, vendor is responsible for replacement with a new piece of equipment. Any equipment that needs to be replaced will be done with new, like kind of equipment at no charge to the City.

NORTH LAS VEGAS CITY HALL FLOORS 1, 2 & 9 2250 LAS VEGAS BLVD N

- Installation to include (1) 100 gallon per day water purification system with (2) 4 gallon holding tanks on each floor, line to be run and connected to the ice machines for ice purification. All services to be performed and completed on a quarterly basis.
- Service to include filter changes, sanitation of the Vertex 1000 water dispenser on each floor, maintenance, all parts, labor and service calls for City owned Hoshizaki Ice Machines, counter

depth models. Monthly rental shall include all service and service calls, parts and labor for all equipment previously listed. Any equipment that cannot be repaired, vendor is responsible for replacement with a new piece of equipment. Any equipment that needs to be replaced will be done with new, like kind of equipment at no charge to the City.

NORTH LAS VEGAS JUSTICE FACILITY 2332 LV BLVD N (COMPUTER RM)

- Installation to include R/O 100 gallon per day water purification system with (1) 14 gallon holding tank, 2 deionized filters to be installed for 100% distilled & mineral free water for the computer room. All services to be performed and completed on a bi-annual basis.
- Service to include filter changes and deionized filter replacements. All equipment included will be on a monthly rental which shall include all service and service calls, parts, and labor for all equipment previously listed. Any equipment that cannot be repaired, vendor is responsible for replacement with a new piece of equipment. Any equipment that needs to be replaced will be done with new, like kind of equipment at no charge to the City.

NORTH LAS VEGAS UTILITIES OPERATIONS 2829 FT SUMTER DR

- Installation to include R/O 350 gallon per day water purification system with 20" sediment and carbon pre filtration with a 100 gallon holding tank line faucet for filling coolers, line to be run and connected to the ice machines for ice purification. All services to be performed and completed on a quarterly basis.
- Service to include filter changes and sanitation of Vertex 1000 water dispenser. Service to include maintenance, sanitation, all parts, labor and all service calls for City owned Manitowoc Ice Machine 500 lb with 180 lb ice dispenser and a Scotsman 500 lb ice machine with a 500 lb ice bin. Monthly rental shall include all service and service calls, parts and labor for all equipment previously listed. Any equipment that cannot be repaired, vendor is responsible for replacement with a new piece of equipment. Any equipment that needs to be replaced will be done with new, like kind of equipment at no charge to the City.

NORTH LAS VEGAS PARKS MAINTENANCE 316 E BROOKS AVE

- Installation to include R/O 100 gallon per day water purification system with (2) 14 gallon holding tanks line faucet for filling coolers, line to be run and connected to the ice machine for ice purification. All services to be performed and completed on a quarterly basis.
- Service to include filter changes, sanitation of the Vertex 1000 water dispenser. Service to also include maintenance, sanitation, all parts, labor and all service calls for City owned Manitowoc Ice Machine 500 lb with 500 lb ice bin. Monthly rental shall include all service and service calls, parts and labor for all equipment previously listed. Any equipment that cannot be repaired, vendor is responsible for replacement with a new piece of equipment. Any equipment that needs to be replaced will be done with new, like kind of equipment at no charge to the City.

NORTH LAS VEGAS PUBLIC WORKS (BROOKS ANNEX) 50 E BROOKS AVE

- Installation to include pre-filtration 20" sediment and carbon filters, R/O 100 gallon per day water purification system with (3) 14 gallon holding tanks line faucet for filling coolers, line to be run and connected to the ice machine for ice purification. All services to be performed and completed on a quarterly basis.
- Service to include filter changes and sanitation of the vertex 1000 water dispenser. Service to also include maintenance, sanitation, all parts, labor and all service calls for City owned Ice O

Matic Ice Machine 500 lb with a 500 lb ice bin. Monthly rental shall include all service and service calls, parts and labor for all equipment previously listed. Any equipment that cannot be repaired, vendor is responsible for replacement with a new piece of equipment. Any equipment that needs to be replaced will be done with new, like kind of equipment at no charge to the City.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
Bid B-1592 - Water Softener Treatment and Ice Machine Service**

EXHIBIT LISTING

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

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

Exhibit B – Qualifications and Experience of Respondent

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

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
Bid B-1592 - Water Softener Treatment and Ice Machine Service
EXHIBIT A
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **Bid B-1592 - Water Softener Treatment and Ice Machine Service** and constitutes an offer by this company to enter into a contract as described herein.

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

AUTHORIZED SIGNATURE DATE

TITLE TELEPHONE NUMBER FAX NUMBER

ADDRESS OF RESPONDENT

CITY STATE ZIP CODE

E-MAIL ADDRESS: _____

CNLV-BUSINESS LICENSE NO: _____

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

FOR INFORMATIONAL PURPOSES ONLY

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

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

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

___ No ___ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
Bid B-1592 - Water Softener Treatment and Ice Machine Service
EXHIBIT B
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

Name: _____

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

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

Example Contract 1:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

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

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

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
Bid B-1592 - Water Softener Treatment and Ice Machine Service
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

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

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

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

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

Example Contract 3:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

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

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

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

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
Bid B-1592 - Water Softener Treatment and Ice Machine Service
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

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

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

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

Signed this _____ day of _____, 20_____.

Signature _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20_____,
by _____ (name of person making statement).

Notary Signature _____

STAMP AND SEAL



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
Bid B-1592 - Water Softener Treatment and Ice Machine Service
EXHIBIT D- Non-Collusion Affidavit**

State of _____ County of _____

_____ being first duly sworn deposes that:

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

(Signed): _____
Title: _____

Subscribed and sworn to before me this _____ day of _____ 201__.

Notary Public

My Commission expires: _____



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
Bid B-1592 - Water Softener Treatment and Ice Machine Service
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

G Mayor
John J. Lee

City Manager
Ryann Juden

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



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

March 09, 2020

City of North Las Vegas
Bid B1592 – Water Softener Treatment and Ice Machine Service
Addendum No. 1

This addendum 1 is posted to allow for respondents to enter "0" as a response to the line items.

A handwritten signature in black ink, appearing to read 'Marie Leake', written over a horizontal line.

Marie Leake
Buyer
Purchasing Department

EXHIBIT B

QUOTE

Please see attached page(s).

WEST COAST PURE WATER, LLC WEST COAST WATER SOLUTIONS

August 3, 2020

City of North Las Vegas-Purchasing Department
2250 Las Vegas Blvd. North, Suite 700
North Las Vegas, NV 89030

Ms. Joy Yoshida:

Here is the additional information / quote for the 9 NLV fire stations.

1. Fire Station #50 105 Cheyenne NLV
Installation 1 High Volume Anti Scale Protection System \$59.95
1 Vertex Water Purification System Hot / Cold Water \$39.95
1 Platinum Service Package for the Ice Equipment \$79.95
2. Fire Station # 51 2626 E. Carey NLV
Installation 1 High Volume Anti Scale Protection System \$59.95
1 Vertex Water Purification System Hot / Cold Water \$39.95
1 Platinum Service Package for the Ice Equipment \$79.95
3. Fire Station # 52 4110 No. Losse Rd. NLV
Installation 1 High Volume Anti Scale Protection System \$59.95
1 Vertex Water Purification System Hot / Cold Water \$39.95
1 Platinum Service Package for the Ice Equipment \$79.95
4. Fire Station # 53 2804 Gowan NLV
Installation 1 High Volume Anti Scale Protection System \$59.95
1 Vertex Water Purification System Hot / Cold Water \$39.95
1 Platinum Service Package for the Ice Equipment \$79.95
5. Fire Station # 54 5725 No. Allen Ln. NLV
Installation 1 High Volume Anti Scale Protection System \$59.95
1 Vertex Water Purification System Hot / Cold Water \$39.95
1 Platinum Service Package for the Ice Equipment \$79.95
6. Fire Station # 55 Camino El Norte NLV
Installation 1 High Volume Anti Scale Protection System \$59.95
1 Vertex Water Purification System Hot / Cold Water \$39.95
1 Platinum Service Package for the Ice Equipment \$79.95
7. Fire Station # 56 3475 No. Elkhorn Rd. NLV
Installation 1 High Volume Anti Scale Protection System \$59.95
1 Vertex Water Purification System Hot / Cold Water \$39.95
1 Platinum Service Package for the Ice Equipment \$79.95

WEST COAST PURE WATER, LLC WEST COAST WATER SOLUTIONS

8. Fire Station # 57 3120 E. Azure Ave. NLV
Installation 1 High Volume Anti Scale Protection System \$59.95
1 Vertex Water Purification System Hot / Cold Water \$39.95
1 Platinum Service Package for the Ice Equipment \$79.95
9. Fire Station ADMIN 4640 Losse Road NLV
Installation 1 High Volume Anti Scale Protection System \$59.95
1 Vertex Water Purification System Hot / Cold Water \$39.95
1 Platinum Service Package for the Ice Equipment \$79.95

Service on all equipment to include Free Install, Free Scalenet Changes, Free Service Calls, Free Filter Changes, Free Water Quality Checks.

Platinum Service Package to include all service, sanitization, service calls, water purification system to the ice machine, all parts, all labor, equipment changes if the current system cannot be repaired.

Total Cost Per Station Anti Scale \$59.95 Monthly / \$719.40 Annually
Vertex Water System \$39.95 Monthly / \$479.40 Annually
Platinum Service Package \$79.95 Monthly / \$959.40 Annually

Monthly Cost All 9 Stations Anti Scale \$59.95 @ 9 Stations \$539.55
Monthly Cost All 9 Stations Vertex Water \$39.95 @ 9 Stations \$359.55
Monthly Cost All 9 Stations Platinum Pk. \$79.95 @ 9 Stations \$719.55

Thank you for your business & Support



Michael R. Wilson
West Coast Pure Water, LLC
West Coast Water Solutions, LLC

Page 2 of 2 Total

EXHIBIT C

QUOTE

Please see attached page(s).

WEST COAST PURE WATER, LLC WEST COAST WATER SOLUTIONS

October 29, 2020

City of North Las Vegas-Purchasing Department
2250 Las Vegas Blvd. North, Suite 700
North Las Vegas, NV 89030

Ms. Joy Yoshida:

Here is the additional information / quote for Justice Facilities Sac and Parks and Recreation building, City of NLV Police Department.


1. Justice Court Building SAC
2332 Las Vegas Blvd. North
North Las Vegas, Nv. 89030
Installation 1 Vertex Water Purification System Hot / Cold Water \$39.95
1 Platinum Service Package for the Ice Equipment \$79.95
 2. City of NLV Parks & Recreation
851 W. Lone Mountain Road
North Las Vegas, Nv. 89031
Installation 1 Vertex Water Purification System Hot / Cold Water \$39.95
1 Platinum Service Package for the Ice Equipment \$79.95
 3. City of NLV Police Department
3755 Washburn Road
North Las Vegas, Nv. 89031
Installation 1 Vertex Water Purification System Hot / Cold Water \$39.95
1 Platinum Service Package for the Ice Equipment \$79.95
- Total Cost Per Station Vertex Water System \$39.95 Monthly / \$479.40 Annually
Platinum Service Package \$79.95 Monthly / \$959.40 Annually

Monthly Cost All 3 Stations Vertex Water \$39.95 @ 3 Stations \$119.85

Monthly Cost All 3 Stations Platinum Pk. \$79.95 @ 3 Stations \$239.85

Annual Total cost all services \$4316.40

Thank you for your business & Support



Michael R. Wilson
West Coast Pure Water, LLC
West Coast Water Solutions, LLC

9030 W Sahara Ave # 288
Las Vegas, NV 89117
Phone (702) 871-5333 Fx 702-254-3170
info@westcoastwatersolutions.com