

**FIRST AMENDMENT TO THE
MOBILE VEHICLE CAR WASH SERVICE AGREEMENT**

This First Amendment to the Mobile Vehicle Car Wash Service Agreement (the “First Amendment”) is effective _____ (the “Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (the “City”), and Mercury Cleaning Services, LLC, a Nevada limited liability company (the “Services Provider”). Hereinafter, the City and the Services Provider are jointly referred to as the “Parties”.

RECITALS

WHEREAS, on July 18, 2018, the City and Services Provider entered into a Mobile Vehicle Car Wash Service Agreement (the “Original Agreement”), a copy of which is attached hereto as “Exhibit A” (37 pages);

WHEREAS, the number of vehicles in the City’s fleet has increased since the Parties entered into the Original Agreement on July 18, 2018 and certain departments (e.g., Police Department and Fire Department) have increased the number of times that their vehicles are being washed;

WHEREAS, the per vehicle rate for basic exterior washes, exterior wash and interior cleaning, and detailing provided on the rate sheet of the Original Agreement (pp. 26-27 of the 37 page agreement) is remaining the same and is not changing under this First Amendment;

WHEREAS, the Parties wish to amend the payment terms of the Original Agreement from a not to exceed amount of Seventy Thousand Dollars and 00/100 (\$70,000.00) per fiscal year to a not to exceed amount of One Hundred Twenty-Nine Thousand, Three Hundred Twenty-Seven Dollars and 00/100 (\$129,327.00) per fiscal year to account for the increase in vehicle count and frequency of vehicle washes; 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 term of this Agreement shall commence on the Effective Date and continue for three (3) years. The City Manager, upon written notification, may extend this Agreement for two (2) additional one-year periods. The City shall pay the Services Provider for the entirety of the Agreement an amount not to exceed Services Provider will provide the Services in exchange for payment in the amount of Seventy Thousand Dollars and 00/100 (\$70,000.00) per fiscal year. After the first two years of the Agreement, the annual amount shall increase to a not to exceed amount of One Hundred Twenty-Nine Thousand, Three Hundred Twenty-Seven Dollars and

00/100 (\$129,327.00) per fiscal year. The total not to exceed amount of this Agreement is Five Hundred Twenty-Seven Thousand, Nine Hundred Eight One Dollars and 00/100 (\$527,981.00).”

Year:	Amount:
2018 - 2019	\$ 70,000.00
2019 - 2020	\$ 70,000.00
2020 - 2021	\$ 129,327.00
2021 – 2022 (Renewal Option)	\$ 129,327.00
2022 – 2023 (Renewal Option)	\$ 129,327.00
TOTAL:	\$ 527,981.00

2. 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

Mercury Cleaning Services, LLC,
a Nevada limited liability company

By: _____
John Lee, Mayor

By: 
Name: Alvin Peralta
Title: Owner

Attest:

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

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Original Agreement

Please see the attached page(s).

MOBILE VEHICLE CAR WASH SERVICE AGREEMENT

This Mobile Vehicle Car Wash Service Agreement (this "Agreement") is made and entered into as of July 18, 2018, (the "Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and Mercury Cleaning LLC, a Nevada limited liability company (the "Services Provider").

RECITALS

A. The City desires to obtain scheduled mobile car washing for its vehicle fleet, located at various locations throughout the City (the "Project").

B. The City desires to have the Services Provider perform the Project, and the Services Provider agrees to such performance, 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 Services Provider agree to the following terms, conditions and covenants:

SECTION ONE RESPONSIBILITY OF SERVICES PROVIDER

1.1. The Services Provider shall commence the work to be performed under this Agreement on the Effective Date, and as set forth herein and the Bid documents attached hereto as Exhibit A, which are fully incorporated herein by reference. The Services Provider, and its agents, employees, and subcontractors will cooperate with the City in the performance of this Agreement and will be available for consultation with the City at all times, twenty-four (24) hours a day, seven (7) days a week.

1.2. The Services Provider shall perform all of its obligations under this Agreement. At any time that the Services Provider falls behind the requirements of the Agreement, the Services Provider shall promptly notify the City and, at its own expense, shall promptly take all actions to come back into compliance with the Agreement.

1.3. The Services Provider shall perform all of the services requested by the City in the manner set forth in this Agreement, including, without limitation, those obligations set forth in Exhibit A 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 the Services Provider performs any additional task without obtaining the City's prior written approval, the Services Provider does so at its own risk and expense.

1.4. The Services 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, as such may be amended or modified from time to time in performing the Agreement. The Services Provider shall at its own expense obtain and maintain in full force and effect at all times all necessary permits, licenses and other governmental approvals required by applicable legal requirements to be obtained and maintained by the Services Provider with respect to this Agreement or the business of the Services Provider.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue for three (3) years. The City Manager, upon written notification, may extend this Agreement for two (2) additional one-year periods. The City shall pay the Services Provider for the entirety of the Agreement an amount not to exceed Seventy Thousand dollars (\$70,000.00) per fiscal year. The Services Provider's quoted prices set forth in Exhibit A will remain in effect for the duration of this Agreement.

2.2. Payment to the Services Provider shall be made within thirty (30) calendar days after the City receives each invoice provided by the Services Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: a detailed description of work, number of hours worked, a list of costs and any additional information requested by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Services Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Supplier shall submit the original invoice to:

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

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. The Services Provider hereby represents and warrants for the benefit of the City that it's a duly formed and validly existing Nevada limited liability company and is in good standing pursuant to the laws of the State of Nevada.

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

SECTION FOUR INSURANCE

4.1. The Services Provider shall procure and maintain, and shall cause each subcontractor to procure and maintain at all times during the performance of the Project and for one year thereafter, at its own expense, the following insurances:

A. Workers' Compensation Insurance as required by 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 City or the Services Provider.

B. Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the City as an additional insured.

4.2. Certificates of Insurance indicating that such insurance is in effect shall be delivered to the City before work is begun under this Agreement. If the Services Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement, and the Certificate of Insurance shall state that coverage is claims-made and the retroactive date. The Services Provider shall provide the City annually with a Certificate of Insurance for each type of insurance required hereunder. It is further agreed that the Services Provider and/or Insurance Carrier shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by the Services Provider.

4.3. All insurance policies required hereunder, and all renewals thereof, shall be provided by a company or companies authorized to do business in Nevada and shall expressly:

A. Waive subrogation against the City, its officers, agents, servants and employees;

B. Provide that they are primary and noncontributing with any insurance which City may carry;

C. Include or be endorsed to cover the Services Provider's contractual liability to the City; and

D. Disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

SECTION FIVE TERMINATION

The City may terminate this Agreement at any time with or without cause upon notice to the Services Provider, and the City shall have no liability to the Services Provider for such termination except that the City shall pay the Services Provider for the reasonable value of services provided by the Services Provider to City up through and including the date of termination, provided that the Services 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 herein above set forth or limits of liability set forth therein, the Services 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 the Services Provider, agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement. This Section 6 shall survive the completion of the Project and 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 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 (the email addresses contained within do not constitute an official method of notice delivery and are strictly for convenience purposes):

To City:

City of North Las Vegas
Attention: Paul Sikora
2250 Las Vegas Blvd., N., Suite 710
North Las Vegas, Nevada 89030
Email: sikorap@cityofnorthlasvegas.com

To Services Provider: Mercury Cleaning LLC.
Attention: Alvin Peralta, President
3950 E. Sunset Road
Las Vegas, Nevada, 89120
Phone: 702-538-2181
Email: alvin@mercurycleaning.com

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

SECTION EIGHT 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.

8.2. Assignment. Any attempt to assign this Agreement by the Services 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. 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 8.5 shall survive the completion of the Project until the applicable statutes of limitation expire.

8.6. 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.

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

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

8.9. Further Assurances. The Services Provider shall each execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete the Project.

8.10. 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.

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

8.12. Project Management. The City Project Manager for scheduling and overall operational management of this Agreement is Peter Fitterling of the Fleet Department, at 702-633-1546 or at FitterlingP@cityofnorthlasvegas.com

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 the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 8.13 shall survive the expiration or early termination of the Agreement.

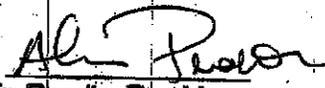
//////////////////Signature Page Follows////////////////////////////////////

IN WITNESS WHEREOF, the City and the Services 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

Mercury Cleaning LLC,
a Nevada limited liability company

By: 
John J. Lee, Mayor

By: 
Alvin Peralta, President

Attest:

By: 
Catherine A. Raynor, MMC, City Clerk

Approved as to Form:

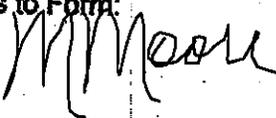

By: Micaela Rustia Moore, City Attorney

Exhibit A

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
2250 Las Vegas Boulevard, North · Suite 710 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1906 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

May 7, 2018

**CITY OF NORTH LAS VEGAS
BID B-1534 MOBILE VEHICLE CAR WASH
RECOMMENDATION OF AWARD**

Mercury Cleaning is being recommended for Award of this Bid. Respondents have five (5) business days from the date of this notification to submit a protest. Any protest submitted on this recommendation of award must be received in the Office of the City Clerk, 2250 Las Vegas Boulevard, Suite 800, North Las Vegas, NV 89030, no later than May 14, 2018, 12:00 p.m., Pacific Time and be in accordance with the following protest procedure:

BID PROTESTS: The City will publish the Recommendation of Award Notification on the City of North Las Vegas' website (www.cityofnorthlasvegas.com). Any Respondent may file a notice of protest regarding the proposed award of a 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 contract 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: twenty-five (25) percent of the total value of the bid submitted by the person filing the notice of protest; or 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.

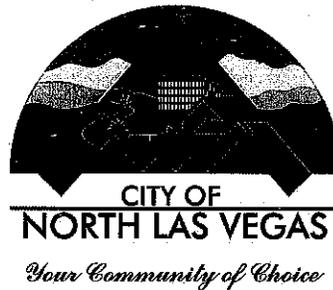
A handwritten signature in black ink, appearing to read "Paul Sikora", is written over a horizontal line.

**Paul Sikora
Contracts Coordinator**

Mayor
John J. Lee

Acting 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 22, 2018

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1534 CITY WIDE MOBILE VEHICLE CAR WASH**

Bids will be received electronically on the Nevada Gov eMarketplace (NGEM) System at www.ngemnv.com or manually in the City Clerks Office, 2250 Las Vegas Boulevard North, Suite 800, North Las Vegas, Nevada, 89030 until, **Tuesday, March 27, 2018 at 10:00 A.M.**, and the bids will be publicly opened and read shortly thereafter in Conference room 703 inside City Hall located at the above listed address.

An optional Pre-Bid Conference will be held on **Tuesday, March 6, 2018 at 1:00 p.m.**, at the City of North Las Vegas' Finance Conference room, Room 703, 2250 N. Las Vegas Blvd, North Las Vegas, Nevada, 89030. The purpose of this conference is to discuss the Invitation to Bid requirements and answer any questions or concerns.

All questions or concerns can be submitted electronically on the NGEM System or via e-mail to Paul Sikora, Contracts Coordinator, sikorap@cityofnorthlasvegas.com. The cut off for all questions is **Tuesday, March 13, 2018 at 12:00 p.m.** If questions are received an addendum will be issued to answer those questions and posted on the NGEM System.

Bid documents may be accessed at www.ngemnv.com; or you may pick up a copy in the Purchasing Office, Monday through Thursday, 8:00 a.m. – 4:45 p.m. at City of North Las Vegas-City Hall, address 2250 Las Vegas Boulevard, North, Suite 710, North Las Vegas, NV 89030. 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 Las Vegas Review Journal
Feb 27, 2018

**CITY OF NORTH LAS VEGAS INVITATION TO BID
BID B-1534 CITY WIDE MOBILE VEHICLE CAR WASH**

1. PUBLIC RECORDS:

The Bid documents and all proposals submitted in response thereto are public records. You are cautioned not to put any material into the Proposal that is proprietary in nature. All proposals submitted become the property of the City.

2. PERFORMANCE OF WORK:

The City of North Las Vegas is seeking a qualified vendor to conduct mobile vehicle car washing of its 600 vehicle fleet on a monthly basis.

3. FORM OF CONTRACT:

Execution of a contract, by all named parties will authorized delivery of services obtained under this Bid.

4. NGEM SYSTEM:

The NGEM System is an electronic bidding system that is used by a consortium of local government entities in Nevada for Supplier Registration and the submission of electronic bids and proposals. There is no cost for any Bidder to use the NGEM System, however, all Bidders that choose to submit an electronic bid or proposal must register prior to gaining access to see the details of any solicitation or to submit a bid or proposal online. Bids and proposals may also be submitted manually. The NGEM System is at www.ngemnv.com.

5. LABELING OF MANUALLY SUBMITTED PROPOSALS:

All Proposals must be submitted manually in a sealed envelope plainly marked, "BID B-1534 CITY WIDE MOBILE VEHICLE CAR WASH" with the address of the Respondent in the upper left hand corner. No responsibility will attach to the City, any official or employee thereof, for the pre-opening, post-opening, or failure to open, a proposal not properly addressed and identified.

Electronic Bid through NGEM System. All Bids submitted electronically on the NGEM System must be submitted no later than the Bid Due Date and time. Per the Terms of Use of the Nevada Gov eMarketplace (NGEM), bids may not be submitted after the submission deadline, and the server clock will govern.

6. 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 them before submission of their bids. 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-Proposal documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Paul Sikora, Contracts Coordinator, at sikorap@cityofnorthlasvegas.com or ATTN: Paul Sikora, Contracts Coordinator, City of North Las Vegas, 2250 Las Vegas Blvd, North, Suite 710, 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 this Proposal as submitted. All addenda issued shall become part of the Contract Documents.

7. METHOD OF EVALUATION AND AWARD:

The evaluation of this proposal will be conducted by city personnel. Please prepare your proposal according to the appropriate sections and your proposal will be evaluated accordingly.

8. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that this 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. The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

9. **CONDITIONS OF BID SUBMITTAL:**

- (a) The Bid must be signed by the individual of a duly authorized official of the proposing firm 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) All Bids shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material. Bidders must submit one original and two copies of your Bid. Mark original on the original Bid, and copy on the 2 copies submitted with your original Bid.

10. **AWARD OPTIONS:**

The City of North Las Vegas will award this Bid based on the Respondent who submits the most responsive, responsible proposal deemed to be in the City's best interest.

11. **BID PROTESTS:**

The City will publish the Recommendation of Award Notification on the City of North Las Vegas' website (www.cityofnorthlasvegas.com). Any Respondent may file a notice of protest regarding the proposed award of a 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 contract 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: twenty-five (25) percent of the total value of the Proposal submitted by the person filing the notice of protest; or 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 Proposal, 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.

11. **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 may be required to obtain a North Las Vegas Business License.***

12. **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 Document." 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.

13. **TERM OF THE AGREEMENT:**

This agreement commences upon approval by the City Council (if required) and execution of a contract. The initial term is for three (3) years.

14. INSURANCE:

Prior to the commencement of the Agreement, each successful Respondent must provide the City of North Las Vegas properly executed Certificates of Insurance, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City 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.

The policy shall provide the following minimum limits:

GENERAL LIABILITY

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

COMBINED SINGLE LIMIT OF \$1,000,000

Aggregate of \$2,000,000

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.

15. 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.

16. INDEMNITY:

The successful Respondent agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims arising out of or related to the Respondent's performance on this project.

17. 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 and they will be deemed to be included in the contract the same as though herein written out in full.

18. ADDENDA INTERPRETATIONS:

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

19. **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.

20. **TERMINATION FOR CONVENIENCE:**

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the 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.

21. **TAXES:**

The City is exempt from State, Retail and Federal Excise Tax. The Proposal price must be net, exclusive of taxes.

22. **EXCEPTIONS:**

Each Respondent will list on a separate sheet of paper any exceptions to specifications and attach it to their Bid.

23. **FISCAL FUNDING OUT:**

In the event the City of North Las Vegas fails to appropriate funds for the performance of this contract, this contract will terminate once the existing funds have been exhausted.

24. **ESCALATION:**

Prices may not be increased. The price submitted in your Proposal must remain firm throughout this project.

25. **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 that the City desires 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 of North Las Vegas as designated by the City. If the City or the City's designated representative(s) find that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City 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: (a) repaid immediately by the successful Respondent to the City or (b) 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.

26. INDEPENDENT CONTRACTOR:

In the performance of services under this 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 Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees. Nothing contained in this contract or awarded by the Company 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.

27. PUBLIC RECORDS:

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

28. KEY PERSONNEL:

The City designates Paul Sikora, Contracts Coordinator, as the responsible party for managing this Bid Advertisement. He can be reached at 702-633-1906 or at sikorap@cityofnorthlasvegas.com and is available Monday through Thursday from 7am to 5pm. The City also designated Mike Hudgeons, City Traffic Engineer, as the project manager for this service. He can be contacted at 702-633-1224 or at runiks@cityofnorthlasvegas.com and is available Monday through Thursday from 7am to 5pm.

The cutoff date for any questions regarding this **Tuesday, March 13, 2018 at 12:00 p.m. Local Time**. Any questions submitted beyond this cut off time will not be answered.

**INVITATION TO BID
BID B-1534 CITY WIDE MOBILE VEHICLE CAR WASHING**

SCOPE OF WORK

1. Purpose: The City of North Las Vegas is seeking proposals from qualified Respondents for an award for the City's mobile vehicle washing contract. The City has approximately 600 vehicles in their Fleet that need washing services once a month. The concept is the City will declare several days a month as days for the service and make all of their vehicles available. The Mobile Car Wash service will come to various City locations and set up a mobile operation throughout the day.

The Respondent will be responsible for taking proper care and protecting the condition of the vehicle on which the washing service is being performed. All vehicles that are washed shall be provided with the same care given to detail and workmanship as the Respondent gives regular retail customers.

Environmental Compliance: The Respondent shall comply with the Department of Environmental Protection's Water Discharge regulations, per the EPA NPDES environmental regulations. Respondent shall provide a copy of their water discharge permit. Respondents which are non-compliant shall be removed from this award. All washing services furnished under this contract must be environmentally compliant and meet all State and Federal regulations for the washing of vehicles and the disposal of waste-water.

Business License: All Respondents doing business with the City of North Las Vegas are required to have a Business License issued from the City of North Las Vegas prior to the award of contract.

Receipt Required: The drivers (employees) of city vehicles to be washed will be provided with a car wash form to fill out. These forms will clearly designate the Employee Name, vehicle number, license plate number and the date the car was washed and what level of wash was performed (See Exhibit F). The car wash vendor will collect and keep all completed car wash receipts. The Respondent will submit an invoice, spreadsheet and the individual car wash receipts monthly, for all vehicles washed, to the City of North Las Vegas-Fleet Operations Division attn: Jane Kudner. Only invoices with completed car wash receipts attached will be paid. This should include the employee name, vehicle number and license plate number for each wash performed. The detailed billing shall be submitted on a monthly basis to:

City of North Las Vegas
Fleet Operations Division
Attn: Jane Kudner
100 East Brooks
North Las Vegas, NV 89030

Please include a separate line item for each individual wash performed to include pricing per level of wash, and include employee name, vehicle number and license plate number. It is the Respondent's responsibility to maintain adequate security for the car wash receipts.

No city vehicle is to have a detail performed without the express written consent of the City of North Las Vegas Fleet Operations Supervisor, in advance of the service being performed. A City of North Las Vegas employee requesting detail services above and beyond an Exterior wash or Full Car Wash needs to present a signed letter to the vendor approving said services prior to the services being performed. Charges for services not pre-approved will not be paid under this contract. Attach approval letter to the invoice for payment of the approved Detail Service. Each individual Detail Service must have the employee name, vehicle number and license plate number listed to be eligible for payment (See Exhibit G).

2. Scope of Work: This proposal is intended to provide Car Wash Services for the City of North Las Vegas regular size Fleet and heavy duty/oversize vehicles. Prices quoted shall remain in effect for a period of three (3) years. The City reserves the right to extend this contract for a period of up to two (2) additional one (1) year extensions. Prior to renewal of any future extensions the awarded Respondent will have to provide documentation as to any price changes.

The Respondent shall furnish all labor, cleansers, water, materials, and equipment for the complete cleaning of the City vehicles. Price shall be all – inclusive. The proposal prices must include all expenses. No extra charges will be allowed for special waxes, perfume, miscellaneous supplies, parts, disposal fee, mark-up, tip, and service charge or for any other services not approved in writing. The City is a Tax Exempt agency.

Services Requested: Note: There will be no use of tire shine, dressing or similar products on the vehicles tires or any interior surface cleaner that leaves a shiny surface on the interior of the vehicle.

Exterior Wash should only include

Complete exterior wash
Full body spot free clear water rinse
Blow or towel dry full exterior

Car Wash and Interior Cleaning should include:

Exterior and interior cleaning
Vacuuming of the vehicle interior
Interior wipe down including cup holders
Washing of all windows on both interior and exterior
Interior cleaning for operator and passenger compartment only Heavy Duty and oversize vehicles
Towel dry exterior by hand including door jams
Minor tar, bug and spot removal
Spotlight and Light bar polishing (with a certified plastic polishing compound for lenses)

Detail Service – Interior and Exterior (Must have Exhibit G signed and approved before detail is performed)

Includes exterior car wash, including high pressure under carriage wash
Tar, bug and bird dropping removal
Toweled dry by hand and air blow all panel seams and crevices
Tire and Wheels cleaned of all dirt, grease and brake dust
Clean tires and rims with non-corrosive cleaner and dry
Exterior polish using pure liquid carnauba wax (Protects against damaging UV rays)
Interior trash removal
Instrument panel, vents and all crevices power cleaned with air tool
Vacuum and Shampoo or wash interior flooring and mats
Trunk/cargo area cleaned and vacuumed
Interior cleaning of all surfaces with a non-corrosive cleaner and dry
Final inspection

Conditions of bid: Price Increases: Prices will remain firm for the initial contract period. During the life of this contract, there may be a general published price change. In the event of a decrease, the City shall receive the benefit of this change. In the event of an increase, the City may allow, upon presentation of suitable proof and sixty (60) calendar days' advance written notification, an increase over bid prices. Increase will apply only to products affected by an increase in a raw material, labor, or other like cost factor.

No increase shall be allowed earlier than 3-years from the date of award, including sixty (60) calendar days' advance written notification. Information from vendor source invoices, recognized business publications, reporting services, and other know reliable sources will be considered in offering proof of increased costs.

Thereafter if the contract period is extended, and a request for an increase is sufficiently justified by the vendor, an increase may be authorized by the City of North Las Vegas. The vendor shall be informed in writing by an amendment to the contract. Prices may only be increased after the amendment to the Contract. If a proposed price increase is not acceptable to the City, the City will serve the vendor with a thirty day (30) cancellation notice. The City reserves the right to reject any requested price increase it deems excessive.

Past Performance: Respondent's past performance shall be taken into consideration in the evaluation and award of a Contract.

Responsible for Damage: Respondents must provide ability to pay for damage to City vehicles when they are under the Respondent's care.

Certificate of Insurance: Upon award the Respondent must provide the City with a copy of their up to date Certificate of Liability Insurance and shall list the City of North Las Vegas as an additional insured on the policy.

Payment: The City of North Las Vegas shall pay for each car wash that has been submitted in the proper format on a monthly basis. The successful car wash respondents shall submit a monthly

invoice that details the individual service (wash), the employee's name, vehicle number and license plate number for each wash that was completed within the appropriate month. Copies of the actual receipts shall be included with the invoice and the detailed information. Invoices submitted without proper documentation shall not be paid.

Invoices must reference the level of service performed and must be in the strict accordance of the firm, fixed prices submitted for each car wash service on the pricing sheets. When applicable, invoices should reference the appropriate Price Sheet line number from the original proposal submitted by the Respondent.

- (a) Provide the name and phone number of the representative authorized to negotiate on behalf of the Respondent and answer questions regarding the proposal.
- (b) 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.

Background Checks: Employees who are performing these services must pass a Tier I Background Check, conducted by the City of North Las Vegas Police Department, prior to commencement of work.

Submission Requirements: Interested vendors should submit a proposal that includes any additional information, price lists or terms and conditions of their service. Vendors should also fill in the prices in Exhibit A of this Bid Document and on the individual line items in the NGEM system.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1534 CITY WIDE MOBILE VEHICLE CAR WASH
DEFINITIONS**

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

Bid - document returned by Respondent 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. Respondent will return the bid document to the City Clerk's office prior to the cutoff date and time issued on the Bid advertisement page.

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 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 of North Las Vegas.

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 Period – the time from the notification of award of the City Council by the City Clerk to the successful Respondent, until the time of the completion of the contract.

Key Personnel - defined City employees listed in Paragraph 28.

Minimum Requirements – the minimal requirements needed to complete this project.

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

NGEM System: Is the Nevada Gov eMarketplace. The NGEM System is an electronic bidding system that is used by a consortium of local government entities in Nevada for Supplier Registration and the submission of electronic bids and proposals. There is no cost for any Bidder to use the NGEM System, however, all Bidders that choose to submit an electronic bid or proposal must register prior to gaining access to see the details of any solicitation or to submit a bid or proposal online. Bids and proposals may also be submitted manually.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1534 CITY WIDE MOBILE VEHICLE CAR WASH
DEFINITIONS (Continued)**

Pre-Proposal Conference – a meeting in which the Respondent may be required to attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a proposal.

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.

Purchase Order – a purchase order issued by the Purchasing Department informing Respondent of quantity of goods requested and the delivery location of where the goods are to be delivered. The purchase order also indicates the billing address for invoice submission.

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 service or product 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.

Warranty - a guarantee on purchased goods that they are of the quality represented and will be replaced or repaired if found to be faulty.

Mayor
John J. Lee

Acting City Manager
Ryann Juden

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



Your Community of Choice

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 13, 2018

**City of North Las Vegas
Bid B1534 Mobile Vehicle Car Wash
Addendum No. 1**

The deadline for questions for this proposal was 12:00 p.m., Tuesday, March 13, 2018. The following are the questions that were received and answers to those questions. Also attached is a copy of the sign in roster from the Pre Bid meeting conducted on March 6, 2018. A copy of this addendum must be signed and returned with your proposal and posted in the "Required Attachments" tab in NGEM.

Question 1. Are engine bays required to be cleaned as part of the washing process? *Answer: No, however the City may occasionally request this as an optional additional service, and would expect to be billed separately.*

Question 2. If there are tools or equipment left in the bed of a vehicle, do we still wash the bed? *Answer: No.*

Question 3. How many designated areas are there in the City to wash vehicles? *Answer: There are approximately a dozen, located at various locations near some of our larger facilities. A detailed list will be provided to the awarded vendor.*

Question 4. My company washed vehicles with steam versus water. Can I submit literature and a bid using my steam washing process? *Answer: Yes.*

Question 5. How many washing days are designated per month? *Answer: It depends on each Department. A finalized list will be negotiated prior to commencement of work.*

Question 6. Can we wash on weekends? *Answer: No, normal hours of operation for the City are Monday – Thursday from 8am to 5pm. There is a potential for some Departments to have vehicles available on Fridays, and those will be negotiated on an as-needed basis.*

Question 7. Are permits required for water waste? If so, what kind?? *Answer: No*

Question 8. Are Street Sweepers required to be washed? *Answer: Yes, there are 9 of them that could be potentially available each day (all or some). They will be available each day at Fleet Operations and will be washed in the designated wash pit. The vendor is expected to clean-up the wash pit after use.*

Question 9. Is there a price consideration for inflation? *Answer: Yes, during the first 3 years of the Agreement prices shall remain fixed. During potential renewal years, the vendor may increase their price by 3% as long as both parties agree in writing.*

**CITY OF NORTH LAS VEGAS
 BID B-1534 CITY WIDE MOBILE VEHICLE CAR WASHING
 EXHIBIT A (Revised) – PROPOSAL SUMMARY/PRICE SHEET**

Company Name: _____

LOT Bid	Description of Service	Unit Pricing Light Duty Vehicle (<14K – 518 vehicles)	Unit Pricing Medium Duty Vehicle (14 – 33K – 65 vehicles).	Unit Pricing Heavy Duty Vehicle (>33K – 38 vehicles)
1	Basic Exterior Car Wash			
2	Car Wash and Interior Cleaning			
3	Detailing of vehicle (Must have approved Exhibit G) letter PRIOR to performing this service			
		Monthly extended Light Duty Price (Your per vehicle cost x 518 vehicles per):	Monthly extended Medium Duty Price (Your per vehicle cost x 65 vehicles):	Monthly extended Heavy Duty Price (Your per vehicle cost x 38 vehicles):
4	PD Monthly Detail		N/A	N/A

PAYMENT TERMS: _____ Percent _____ Days.

RESPONDENT'S LATEST TIME VEHICLE CAN BE CLEANED OR PICKED UP: _____

NOTE: EXCEPTIONS TO BID

This is a sealed Invitation to Bid (ITB) and negotiation of specifications or other terms and conditions typically are not permitted at, or after, Bid Opening. The Respondent must list on a separate sheet of paper any exceptions to the conditions of this Invitation to Bid. This sheet must be labeled, "Exceptions to Bid Conditions", and must be attached to the Bid Submittal Forms. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.

EXHIBIT "A" MUST HAVE ALL UNIT PRICES FILLED IN, AND EXTENDED ON THIS FORM. NOT COMPLETING EXHIBIT "A" IS CAUSE FOR REJECTION

**CITY OF NORTH LAS VEGAS
BID B-1534 CITY WIDE MOBILE VEHICLE CAR WASHING
EXHIBIT LISTING**

Exhibit A – Proposal Summary-Price Sheet. Fill out the pricing on Exhibit A for unit pricing.

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

An individual authorized to bind the Company should sign the statement, and the date signed should follow the signature.

Provide the name and phone number of the representative authorized to negotiate on behalf of the Respondent and answer questions regarding the Bid.

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.

Acknowledgement of any Bid addenda.

Execute Exhibit C - QUALIFICATIONS AND EXPERIENCE OF RESPONDENT

Execute Exhibit D – AFFIDAVIT OF REJECTION OF COVERAGE FOR WORKERS' COMPENSATION UNDER NRS 616B.627 AND NRS 617.210 (IF APPLICABLE). THIS FORM MUST BE NOTARIZED.

Execute Exhibit E - NON-COLLUSION AFFIDAVIT. THIS FORM MUST BE NOTARIZED.

Exhibit F – Detailed listing of vehicle wash to include city vehicle ID number, license plate number, name of employee, and cost of service performed and sent to the CNLV Fleet Department along with your invoice.

Exhibit G – Example of the City of North Las Vegas' approval letter for detailing of a specific vehicle. This must be signed by the Fleet Operations Supervisor or designee PRIOR TO WORK BEING PERFORMED.



Home	Bids	Suppliers	Admin
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Award Vendor Line Listing - Mercury Cleaning, LLC

Return

Line Description	Response	Qty	Total	Award Reason
1 Basic Exterior Car Wash for Light Duty Vehicle	\$6.00	1	\$6.00	
2 Basic Exterior Car Wash for Medium Duty Vehicle	\$9.00	1	\$9.00	
3 Basic Exterior Car Wash Heavy Duty Vehicle	\$27.00	1	\$27.00	
4 Car Wash and Interior Cleaning for Light Duty Vehicles	\$10.00	1	\$10.00	
5 Car Wash and Interior Cleaning for Medium Duty Vehicles	\$15.00	1	\$15.00	
6 Car Wash and Interior Cleaning for Heavy Duty Vehicles	\$35.00	1	\$35.00	
7 Detailing of Light Duty Vehicle	\$20.00	1	\$20.00	
8 Detailing of Medium Duty Vehicle	\$28.00	1	\$28.00	
9 Detailing of Heavy Duty Vehicle	\$40.00	1	\$40.00	
10 Police department Monthly Detail. Provide price per vehicle.	\$20.00	1	\$20.00	

Items 1-10 shown of 10

**CITY OF NORTH LAS VEGAS
 BID B-1534 CITY WIDE MOBILE VEHICLE CAR WASHING
 EXHIBIT A - PROPOSAL SUMMARY/PRICE SHEET**

Company Name: Mercury Cleaning, LLC

LOT Bid	Description of Service	Unit Pricing Light Duty Vehicle (<14K - 518 vehicles)	Unit Pricing Medium Duty Vehicle (14 - 33K - 65 vehicles).	Unit Pricing Heavy Duty Vehicle (>33K - 38 vehicles)
1	Basic Exterior Car Wash	\$64.518 = \$3102.00	\$9.65 = \$525.00	\$27.438 = \$1026.00
2	Car Wash and Interior Cleaning	\$10.518 = \$5102.00	\$15.65 = \$975.00	\$35.438 = \$1336.00
3	Detailing of vehicle (Must have approved Exhibit G) letter PRIOR to performing this service	\$20.518 = \$10,360.00	\$28.65 = \$1820.00	\$40.438 = \$1520.00
		Monthly extended Light Duty Price (Your per vehicle cost x 518 vehicles per):	Monthly extended Medium Duty Price (Your per vehicle cost x 65 vehicles):	Monthly extended Heavy Duty Price (Your per vehicle cost x 38 vehicles):

PAYMENT TERMS: 100% Percent 30 Days.

RESPONDENT'S LATEST TIME VEHICLE CAN BE CLEANED OR PICKED UP: Mid-Night

NOTE: EXCEPTIONS TO BID

This is a sealed Invitation to Bid (ITB) and negotiation of specifications or other terms and conditions typically are not permitted at, or after, Bid Opening. The Respondent must list on a separate sheet of paper any exceptions to the conditions of this Invitation to Bid. This sheet must be labeled, "Exceptions to Bid Conditions", and must be attached to the Bid Submittal Forms. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.

EXHIBIT "A" MUST HAVE ALL UNIT PRICES FILLED IN, AND EXTENDED ON THIS FORM. NOT COMPLETING EXHIBIT "A" IS CAUSE FOR REJECTION

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1534 CITY WIDE MOBILE VEHICLE CAR WASHING**

**EXHIBIT B
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to BID B-1534 CITY WIDE MOBILE VEHICLE CAR WASHING and constitutes an offer by this company to enter into a contract as described herein.

<u>Alvin Peralta</u>	<u>Al Peralta</u>	
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	LEGAL NAME OF RESPONDENT	
<u>Al Peralta</u>	3-20-18	
AUTHORIZED SIGNATURE	DATE	
<u>Managuy Orenza</u>	702-538-2181	702-538-7692
TITLE	TELEPHONE NUMBER	FAX NUMBER
<u>3950 E. Sunset Road LAS VEGAS, NV</u>		
ADDRESS OF RESPONDENT		
<u>LAS VEGAS</u>	<u>NEVADA</u>	89120
CITY	STATE	ZIP CODE
E-MAIL ADDRESS: <u>Alvin @ Mercury cleaning . com</u>		
CNLV-BUSINESS LICENSE NO: <u>93180</u>		

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

ADDENDA ACKNOWLEDGED

Addendum No. _____	Initial _____	Addendum No. _____	Initial _____
Addendum No. _____	Initial _____	Addendum No. _____	Initial _____
Addendum No. _____	Initial _____	Addendum No. _____	Initial _____

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-1534 CITY WIDE MOBILE VEHICLE CAR WASHING

EXHIBIT C
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT

Name: MERCURY CLEANING, LLC

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

MERCURY CLEANING, LLC HAS BEEN IN BUSINESS SINCE
2011. WE HAVE BEEN CLEANING VEHICLES
(INTERIOR, EXTERIOR) FOR THE PAST 5 YEARS FOR
ATAK SECURITY.

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: ATAK SECURITY

Company Address: 3950 E. SUNSET ROAD

LAS VEGAS, NEVADA 89120

Point of Contact: ABEL ADRIAGA Phone Number: 702-538-2180

E-Mail Address: ABEL@ATAK.VEGAS

Brief Description of Contract Scope: WASHED EXTERIOR INTERIOR TO
35 FLEET PATROL VEHICLES.

Term of Contract (Base plus Option Years): yearly

Year of Base Contract Award: 2012 Year Contract Completed: ACTIVE

Base Contract Amount: \$9 PER VEHICLE Total Contract Amount (including all option years) \$ 16,000.00

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-1534 CITY WIDE MOBILE VEHICLE CAR WASHING
EXHIBIT C - QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: CITY OF NORTH LAS VEGAS
 Company Address: 50 E. BROOKS BLVD LV 89030
 Point of Contact: John Ortega Phone Number: 702-703-2382
 E-Mail Address: OrtegaJ@CITYOFNORTHLASVEGAS.COM
 Brief Description of Contract Scope: FOR THE PAST 4 YEARS, NORWAY HAS BEEN PERFORMING MAINTENANCE TO ALL FACILITIES IE - PARKS, CITY HALL, REC. CENTER, LIBRARIES, ROADWAY CROSSWALKS.

Term of Contract (Base plus Option Years): 3+2 year extension
 Year of Base Contract Award: 2013 Year Contract Completed: ACTIVE
 Base Contract Amount: \$ 120,000.00 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: GENERATION LANDSCAPE
 Company Address: 6517 DETROIT AVE.
 Point of Contact: SARA HITA Phone Number: 702-793-1293
 E-Mail Address: GL.Landscape@yahoo.com
 Brief Description of Contract Scope: CLEANED INTERIOR & EXTENSION OF LANDSCAPING VEHICLES AND EQUIPMENT

Term of Contract (Base plus Option Years): yearly
 Year of Base Contract Award: 2015 Year Contract Completed: ACTIVE
 Base Contract Amount: \$ 11 per vehicle Total Contract Amount (including all option years) \$ 12,000.00
 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-1534 CITY WIDE MOBILE VEHICLE CAR WASHING
EXHIBIT D - AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

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

Signed this 21 day of March, 2018.

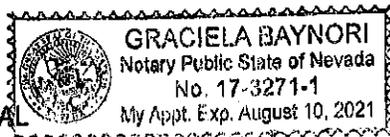
Signature Alvin Peralta

State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on this 21 day of March, 2018.

by Peralta, Alvin Cuffee (name of person making statement).



Notary Signature [Signature]



CITY OF
NORTH LAS VEGAS

Your Community of Choice

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1534 CITY WIDE MOBILE VEHICLE CAR WASHING

EXHIBIT E- Non-Collusion Affidavit

State of Nevada County of Clark

Peralta, Awin Cu Pfee being first duly sworn deposes that:

- (1) He/She is the owner of Mercury Cleaning, the firm 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): [Signature]
Title:

Subscribed and sworn to before me this 21 day of March 2018.

[Signature]
Notary Public

My Commission expires: August 10, 2021

