

AGREEMENT TO USE LOCAL GOVERNMENT CONTRACT FOR PURCHASE OF ELECTRICAL SUPPLIES

This Agreement to use the Local Government Contract for Electrical Supplies-Materials Only CMTS #24244] (“Agreement”) is made and entered into as of _____ (“Effective date”) by the City of North Las Vegas, a Nevada municipal corporation (“City”) and Codale Electrical Supply, Inc., a Utah corporation (“Vendor”).

RECITALS

WHEREAS, the City desires to obtain services from Vendor under the terms and conditions set forth in that certain Contract Electric Supplies-Materials Only CMTS#24244 entered into between City of Henderson and Vendor effective January 1, 2021, with its attendant contract documents, attachments, and exhibits (collectively, the “Original Contract”). The Original Contract is attached as Exhibit A;

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

WHEREAS, Vendor can provide the goods that the City seeks at the rates set forth under the Original Contract;

WHEREAS, the City desires to purchase items listed in the Original Agreement on an as-needed basis; and

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

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

SECTION ONE AFFIRMATION OF ORIGINAL CONTRACT

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

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

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

SECTION TWO ADDITIONAL PROVISIONS TO ORIGINAL CONTRACT

The Parties agree to be bound by the following provisions:

2.1. The term of this Agreement shall commence on the July 1, 2022 and will continue in effect until June 30th, 2025 (“Term”), unless earlier terminated in accordance with the terms herein. The City shall purchase the goods according to the prices and fees described in Exhibit A (“Original Contract”) in an as-needed basis in an amount not to exceed One Hundred- One Thousand Dollars and 00/100 (\$101,000.00)] per fiscal year. The total not to exceed of this agreement is Three Hundred-Three Thousand Dollars and 00/100 (\$303,000.00). The prices in the Original Contract shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Vendor for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

Fiscal Year	Annual Amount Per Fiscal Year
2022-2023	\$ 101,000.00
2023-2024	\$ 101,000.00
2024-2025	\$ 101,000.00
TOTAL	\$ 303,000.00

2.2. Payment to the Vendor shall be made within thirty (30) calendar days after the City receives each invoice provided by the Vendor 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 the services and/or goods provided and any additional information requested by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Vendor will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Vendor shall submit the original invoice to:

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

2.3. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by 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: Marie Leake
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633- 2440

To Vendor: Codale Electrical Supply, Inc.
Attention: Casey Soliwoda
3920 West Sunset, Suite A&B
Las Vegas, NV 89118
Phone: 702-967-8713

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

2.5. The Vendor agrees that it has procured and maintained the general liability insurance and all other insurance required pursuant to the Original Contract, including general liability insurance with no less than \$1,000,000 policy limits per occurrence.

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

2.7. Safety

2.7.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

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

2.8. Miscellaneous.

2.8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

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

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

2.8.4. Attorney's Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 2.8.4. shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

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

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

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

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

2.8.10. 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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of North Las Vegas,
a Nevada municipal corporation

Codale Electrical Supply, Inc.
a Utah corporation

By: _____
John J. Lee, Mayor

By: _____
Title: Account Manager
Name: Casey Soliwoda

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Master Contract

Please see attached page(s).

CONTRACT
ELECTRICAL SUPPLIES – MATERIALS ONLY
CMTS #24244

This Contract (“Contract”) is made and entered into by and between the City of Henderson, a municipal corporation and political subdivision of the State of Nevada (“CITY”) and Codale Electric Supply, a Utah corporation (“CONTRACTOR”).

The CITY and CONTRACTOR hereby agree that CONTRACTOR will provide the following items identified in Invitation for Bids (IFB) 110-21 on an as-needed basis:

- Category 1: Adhesives and Sealants
- Category 2: Conduit, Fittings and Accessories
- Category 3: Enclosures, Wireways, Wire Duct and Cable Trays
- Category 4: Fuses
- Category 5: Labeling and Signage
- Category 6: PLC, HMI AND Computers
- Category 7: Control Power Transformers, Power Supplies, Instrumentation
- Category 8: Sensing, Safety Controls and Systems Connectivity
- Category 9: Wire, Cable and Portable Cords
- Category 10: Tools
- Category 11: Boxes and Covers
- Category 12: Drives, Motion Control, Motors
- Category 13: Fans, Ventilation, Heaters and Environmental Control
- Category 14: Industrial Control
- Category 15: Lighting, Lamps and Ballasts
- Category 16: Power Distribution/Switch Gear, Transformers, Power Protection
- Category 17: Safety and Signaling Devices
- Category 18: Wiring Devices
- Category 19: Ties, Terminals, Tape, Screws, Nuts and Bolts, Lugs and Grounding

This Contract shall be effective on January 1, 2021 (the “Effective Date”) and will continue to be in effect until, and all Work shall be completed by, December 31, 2021 (“Initial Term”), unless terminated earlier in accordance with the terms herein. The CITY may unilaterally extend this Contract for up to four (4) additional one-year periods upon written notice to CONTRACTOR (each, an “Extension Term” and together with the Initial Term, the “Term”).

By executing this Contract the parties acknowledge that this Contract includes and is governed by:

1. Exhibit A attached hereto and incorporated herein: CONTRACTOR's Bid for IFB 110-21 "Electrical Supplies - Materials Only", and
2. Exhibit B attached hereto and incorporated herein: IFB 110-21 issued for Electrical Supplies - Materials Only.

All notices that are required under this Contract shall be in writing and delivered by personal delivery, by a recognized courier, or by certified U.S. mail (postage prepaid, return receipt requested), and addressed to the receiving party at the address below:

CITY:

City of Henderson
Department of Utility Services
Attention: Priscilla Howell, Director P.O. Box 95050
240 Water Street
Henderson, Nevada 89009-5050

Public Works Department
Attention: Edward McGuire, P.E., Director
P.O. Box 95050
240 Water Street
Henderson, Nevada 89009-5050

CONTRACTOR:

Codale Electric Supply Company
Attention: Casey Soliwoda, Account Manager
3920 W. Sunset Road, Suite A
Las Vegas, Nevada 89118

Such notice will be deemed to have been received by the party to whom it was addressed on the date of delivery if delivered personally, on the date officially recorded as delivered (or delivery refused) according to the record of delivery if delivered by courier, or three (3) days after mailing. Either party may change its contact information for purposes of the Contract by giving written notice to the other party in the manner set forth above.

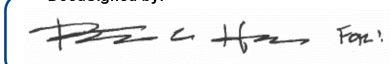
This Contract constitutes the complete and exclusive statement of the agreement between the CITY and CONTRACTOR regarding the subject matter of this Contract and supersedes all prior or contemporaneous agreements, promises, proposals, negotiations, and understandings, whether written or oral, relating to this subject matter.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this Contract as of the Effective Date.

Date of Council Action: January 5, 2021 CA-19


CITY OF HENDERSON
CLARK COUNTY, NEVADA

DocuSigned by:

BCA33BA81AAA426...
RICHARD A. DERRICK
City Manager/CEO


01/20/2021 | 8:10 AM PST

Date

ATTEST:

DocuSigned by:

2EC6CF4B9A4749C...
SABRINA MERCADANTE, MMC
City Clerk

APPROVED AS TO FUNDING:

DocuSigned by:

E6132FE9CD8B4AA...
JIM MCINTOSH
Chief Financial Officer

APPROVED AS TO CONTENT:

DocuSigned by:


296022B7AF2C4B8...
PRISCILLA HOWELL
Director of Utility Services

APPROVED AS TO CONTENT:

DocuSigned by:


046713FB96714C2...
EDWARD MCGUIRE, P.E.
Director of Public Works

APPROVED AS TO FORM:

DocuSigned by:

C8274A57AA6A4AD...
NICHOLAS G. VASKOV
City Attorney

DS
BR
CAO
Review

CODALE ELECTRIC SUPPLY
A Utah corporation

DocuSigned by:

714305EAA9D5415...
CASEY SOLIWODA
Account Manager

11/25/2020 | 11:15 AM PST

Date



Exhibit A

Codale Electric Supply's Bid



IFB 110-21 Electrical Supplies - Materials Only

Codale Electric Supply

Supplier Response

Event Information

Number: IFB 110-21 Electrical Supplies - Materials Only
Title: IFB 110-21 Electrical Supplies - Materials Only
Type: Invitation for Bid
Issue Date: 9/28/2020
Deadline: 11/2/2020 11:00 AM (PT)
Notes: The City of Henderson is seeking bids for the purchase and delivery of electrical supplies on an as-needed basis.

Contact Information

Contact: Amy Carpenter
Address: Purchasing
240 S Water St
Henderson, NV 89015
Phone: (702) 267 x2585
Email: Amy.Carpenter@cityofhenderson.com

Codale Electric Supply Information

Contact: Troy Gentry
 Address: 3920 West Sunset Road
 Suite A
 Las Vegas, NV 89118
 Phone: (702) 384-8500
 Email: tgency@codale.com

This Bid constitutes an offer by the Bidder to enter into a Contract for the scope of work described herein. Execution of this document by the Bidder shall represent that the Bidder is familiar with all local conditions and correlated this knowledge with the requirements of this Invitation for Bid. The undersigned Bidder has received, read and fully understands and agrees to all terms, conditions and specifications set forth in this IFB. The Bidder hereby agrees to contract with the City to perform all work/and or furnish all materials specified in the manner and time prescribed in the IFB. By signing below, I certify under penalty of perjury that all information provided to the City is truthful and correct, that I am authorized to sign this document and submit this bid on behalf of the Bidder, and that this quotation is genuine, not collusive, and is not made in the interest of or on behalf of any person not herein named.

Casey Soliwoda

Signature

Submitted at 10/30/2020 6:14:59 PM

CaseyS@Codale.com

Email

Supplier Note

Thank you for the opportunity

Requested Attachments

Bid Package

No response

Please upload to your bid in one complete PDF file in the following order: Any information the Bidder would like the City to consider (uploading the Bidder's or manufacturer's catalog is not necessary) 2. Any Exceptions to the Bid

Bid Attributes

1 Terms and Conditions

Bidder has read, understands and will comply with the IFB Terms and Conditions.

Yes

2 Term of Contract

It is intended that the initial contract period will be date of award through November 30, 2021, with the option to renew for four (4) additional one-year periods.

Acknowledge

3 Category of Items

The Categories appearing in the IFB are a broad array of items used within the City and are prepared for the solicitation of bids.

Acknowledge

4 Award Criteria

The IFB consists of 19 line items. The award of IFB will be based on the Bidder(s) who submits the Bid deemed to be most advantageous to the City. The City reserves the right to award to multiple Bidders, and may award on a per line (Category) basis.

5 Manufacturer, Catalog & Percent Discount

Bidder has listed the manufacturer/catalog for each category and the discount from list price. Bidder shall list the discount in a whole number format.

For example 25% would be listed as 25.

Not 0.25 or 25%.

6 Categories

Bidder understands may Bidder may not be able to supply all categories within the IFB. Bidder shall be thorough in completing the categories able to supply to City.

7 Does Bidder have a restocking fee for returned parts? Yes/No

Please describe the restocking fee, if applicable

8 Does Bidder offer volume or incentive rebates? Yes/No

Please describe, if applicable

Bid Lines**1 Percent Discount off List Price on Adhesives and Sealants (Category 1)**

Quantity: 1 UOM: Percent Discount off List Price Percent Off: Total:

Manufacturer:

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Alternate 1

CRC

Quantity: 1 UOM: Percent Discount off List Price Percent Off: Total:

Manufacturer:

Manufacturer #:

2 Percent Discount off List Price on Conduit, Fittings and Accessories (Category 2)

Quantity: 1 UOM: List Price Percent Discount off \$30.00 Percent Off: \$30.00 Total: \$30.00

Manufacturer: Eaton Crouse Hinds Commercial Division

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Alternate 1T&B Ocal

Quantity: 1 UOM: List Price Percent Discount off \$15.00 Percent Off: \$15.00 Total: \$15.00

Manufacturer: OCAL

Manufacturer #: OCAL

Alternate 2Wheatland Electrical Conduit

Quantity: 1 UOM: List Price Percent Discount off \$30.00 Percent Off: \$30.00 Total: \$30.00

Manufacturer: WHEATLAND

Manufacturer #: WHEATLAND

Alternate 3Eaton Crouse Hinds Industrial Products

Quantity: 1 UOM: List Price Percent Discount off \$30.00 Percent Off: \$30.00 Total: \$30.00

Manufacturer: CROUSE HINDS

Manufacturer #: CROUSE HINDS

3 Percent Discount off List Price on Enclosures, Wireways, Wire Duct and Cable Trays (Category 3)

Quantity: 1 UOM: List Price Percent Discount off \$30.00 Percent Off: \$30.00 Total: \$30.00

Manufacturer: Hoffman Industrial/Commercial

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Alternate 1Eaton Crouse Hinds Explosion Proof

Quantity: 1 UOM: List Price Percent Discount off \$15.00 Percent Off: \$15.00 Total: \$15.00

Manufacturer: CROUSE HINDS

Manufacturer #: CROUSE HINDS

Alternate 2Eaton B-Line Nema 1 & 3R

Quantity: 1 UOM: Percent Discount off List Price Percent Off: \$25.00 Total: \$25.00

Manufacturer: B-LINE

Manufacturer #: B-LINE

4 Percent Discount off List Price on Fuses (Category 4)

Quantity: 1 UOM: Percent Discount off List Price Percent Off: \$50.00 Total: \$50.00

Manufacturer: Mersen

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Alternate 1Bussman

Quantity: 1 UOM: Percent Discount off List Price Percent Off: \$30.00 Total: \$30.00

Manufacturer: BUSSMAN

Manufacturer #: BUSSMAN

5 Percent Discount off List Price on Labeling and Signage (Category 5)

Quantity: 1 UOM: Percent Discount off List Price Percent Off: \$20.00 Total: \$20.00

Manufacturer: Brady ID

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Alternate 1Dymo

Quantity: 1 UOM: Percent Discount off List Price Percent Off: \$20.00 Total: \$20.00

Manufacturer: DYMO

Manufacturer #: DYMO

6 Percent Discount off List Price on PLC, HI and Computers (Category 6)

Quantity: 1 UOM: Percent Discount off List Price Percent Off: \$13.00 Total: \$13.00

Manufacturer: Rockwell Automation PLC's

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Alternate 1Rockwell Automation HMI's

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$10.00 Total: \$10.00

Manufacturer: ROCKWELL AUTOMATION

Manufacturer #: ROCKWELL AUTOMATION

7 Percent Discount off List Price on Control Power Transformers, Power Supplies, Instrumentation (Category 7)

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$35.00 Total: \$35.00

Manufacturer: Rockwell Automation Power Supplies

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Alternate 1Eaton Electrical

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$30.00 Total: \$30.00

Manufacturer: EATON

Manufacturer #: EATON

Alternate 2Hamond Transformers

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$25.00 Total: \$25.00

Manufacturer: HAMMOND

Manufacturer #: HAMMOND

8 Percent Discount off List Price on Sensing, Safety Controls and Systems Connectivity (Category 8)

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$10.00 Total: \$10.00

Manufacturer: Rockwell Automation

Item Notes: Example: 30% discount would be entered 30, not 0.30.

9 Percent Discount off List Price on Wire, Cable and Portable Cords (Category 9)

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$25.00 Total: \$25.00

Manufacturer: Encore Cable

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Alternate 1Carol Portable Cords

Quantity: 1 UOM: Percent Discount off List Price Percent Off: \$30.00 Total: \$30.00

Manufacturer: CAROL

Manufacturer #: CAROL

10**Percent Discount off List Price on Tools (Category 10)**

Quantity: 1 UOM: Percent Discount off List Price Percent Off: \$30.00 Total: \$30.00

Manufacturer: Milwaukee

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Alternate 1Klein

Quantity: 1 UOM: Percent Discount off List Price Percent Off: \$10.00 Total: \$10.00

Manufacturer: KLEIN

Manufacturer #: KLEIN

Alternate 2Greenlee

Quantity: 1 UOM: Percent Discount off List Price Percent Off: \$15.00 Total: \$15.00

Manufacturer: GREENLEE

Manufacturer #: GREENLEE

Alternate 3Fluke

Quantity: 1 UOM: Percent Discount off List Price Percent Off: \$10.00 Total: \$10.00

Manufacturer: FLUKE

Manufacturer #: FLUKE

Alternate 4Little Giant Ladder Systems

Quantity: 1 UOM: Percent Discount off List Price Percent Off: \$20.00 Total: \$20.00

Manufacturer: FLUKE

Manufacturer #: FLUKE

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1

Percent Discount off List Price on Boxes and Covers (Category 11)

Quantity: 1 UOM: List Price Percent Discount off \$30.00 Percent Off: \$30.00 Total: \$30.00

Manufacturer: Eaton Crouse Hinds Commercial

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Alternate 1Eaton Crouse hinds Industrial

Quantity: 1 UOM: List Price Percent Discount off \$30.00 Percent Off: \$30.00 Total: \$30.00

Manufacturer: EATONManufacturer #: EATON1
2

Percent Discount off List Price on Drives, Motion Control, Motors (Category 12)

Quantity: 1 UOM: List Price Percent Discount off \$13.00 Percent Off: \$13.00 Total: \$13.00

Manufacturer: Rockwell Automation Drives & Motion Control

Item Notes: Example: 30% discount would be entered 30, not 0.30.

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3

Percent Discount off List Price on Fans, Ventilation, Heaters and Environmental Control (Category 13)

Quantity: 1 UOM: List Price Percent Discount off \$30.00 Percent Off: \$30.00 Total: \$30.00

Manufacturer: Hoffman

Item Notes: Example: 30% discount would be entered 30, not 0.30.

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4

Percent Discount off List Price on Industrial Control (Category 14)

Quantity: 1 UOM: List Price Percent Discount off \$50.00 Percent Off: \$50.00 Total: \$50.00

Manufacturer: Rockwell Automation

Item Notes: Example: 30% discount would be entered 30, not 0.30.

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5

Percent Discount off List Price on Lighting, Lamps and Ballasts (Category 15)

Quantity: 1 UOM: List Price Percent Discount off \$20.00 Percent Off: \$20.00 Total: \$20.00

Manufacturer: Lithonia Lighting

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Alternate 1RAB Lighting

Quantity: 1 UOM: List Price Percent Discount off \$15.00 Percent Off: \$15.00 Total: \$15.00

Manufacturer: RAB LIGHTINGManufacturer #: RAB LIGHTING

Alternate 2Envision

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$20.00 Total: \$20.00

Manufacturer: ENVISION

Manufacturer #: ENVISION

Alternate 3Keystone

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$15.00 Total: \$15.00

Manufacturer: KEYSTONE

Manufacturer #: KEYSTONE

**1
6**

Percent Discount off List Price on Power Distribution/Switch Gear, Transformers, Power Protection (Category 16)

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$30.00 Total: \$30.00

Manufacturer: Eaton Electrical

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Alternate 1Rockwell Automations MCC's

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$50.00 Total: \$50.00

Manufacturer: ROCKWELL AUTOMATION

Manufacturer #: ROCKWELL AUTOMATION

Alternate 2Hammond Transformers

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$25.00 Total: \$25.00

Manufacturer: HAMMOND TRANSFORMERS

Manufacturer #: HAMMOND TRANFORMERS

Alternate 3Rockwell Line & Load Reactors

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$30.00 Total: \$30.00

Manufacturer: ROCKWELL AUTOMATION

Manufacturer #: ROCKWELL AUTOMATION

Alternate 4Schneider UPS's

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$10.00 Total: \$10.00

Manufacturer: SCHNEIDER

Manufacturer #: SCHNEIDER

**1
7****Percent Discount off List Price on Safety and Signaling Devices (Category 17)**

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$35.00 Total: \$35.00

Manufacturer: Rockwell Automation

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Alternate 1Federal Signal

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$10.00 Total: \$10.00

Manufacturer: FEDERAL SIGNAL

Manufacturer #: FEDERAL SIGNAL

**1
8****Percent Discount off List Price on Wiring Devices (Category 18)**

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$45.00 Total: \$45.00

Manufacturer: Hubbell Wiring Devices

Item Notes: Example: 30% discount would be entered 30, not 0.30.

**1
9****Percent Discount off List Price on Ties, Terminals, Tape, Screws, Nuts and Bolts, Lugs and Grounding (Category 19)**

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$30.00 Total: \$30.00

Manufacturer: 3M Electrical Products "TAPE"

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Alternate 1Burndy Lugs and Grounding

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$15.00 Total: \$15.00

Manufacturer: BURNDY

Manufacturer #: BURNDY

Alternate 2

T&B Blackburn Lugs

Quantity: <u> 1 </u>	UOM: <u> List Price </u>	Percent Discount off	Percent Off: <u> \$15.00 </u>	Total: <u> \$15.00 </u>
Manufacturer:	<u> T&B </u>			
Manufacturer #:	<u> T&B </u>			

Alternate 3

T&B Electrical "TIES"

Quantity: <u> 1 </u>	UOM: <u> List Price </u>	Percent Discount off	Percent Off: <u> \$5.00 </u>	Total: <u> \$5.00 </u>
Manufacturer:	<u> T&B </u>			
Manufacturer #:	<u> T&B </u>			

Response Total: \$556.00



Exhibit B

IFB 110-21

Electrical Supplies - Materials Only



IFB 110-21 Electrical Supplies - Materials Only

IFB 110-21 Electrical Supplies - Materials Only

Issue Date: 9/30/2020

Questions Deadline: 10/21/2020 03:10 PM (PT)

Response Deadline: 11/2/2020 03:10 PM (PT)

City of Henderson

Contact Information

Contact: Amy Carpenter

Address: Purchasing

240 S Water St

Henderson, NV 89015

Phone: (702) 267 x2585

Email: Amy.Carpenter@cityofhenderson.com

Event Information

Number: IFB 110-21 Electrical Supplies - Materials Only
 Title: IFB 110-21 Electrical Supplies - Materials Only
 Type: Invitation for Bid
 Issue Date: 9/30/2020
 Question Deadline: 10/21/2020 03:10 PM (PT)
 Response Deadline: 11/2/2020 03:10 PM (PT)
 Notes: The City of Henderson is seeking bids for the purchase and delivery of electrical supplies on an as-needed basis.

Bid Activities

Newspaper Advertisement

10/2/2020 1:00:00 AM (PT)

This IFB is being advertised in the Las Vegas Review Journal, Legal Notices, on **DATE** 2020.

Questions & Answers

10/10/2020 8:00:00 AM (PT)

All questions regarding this IFB must be submitted electronically through the NGEM system using the Questions Tab. Questions must be submitted prior to the Question Cutoff Date and Time shown in both the Event Details and Questions Tabs.

Bid Close Date/Time

10/21/2020 10:00:00 AM (PT)

Scheduled closing date and time for bid submittals. Due to COVID-19 and social distancing guidelines, the City is only allowing one (1) person per bidder to attend in person bid openings, with a maximum of ten (10) total bidders allowed into the bid opening room. The preliminary Bid Tabulation can be viewed by clicking the "Documents" link near the top of the page within the NGEM bid event within 1 hour after the bid closes.

City Council Approval (if applicable)

12/1/2020 5:00:00 PM (PT)

The City anticipates bringing forth the recommendation of award of this IFB to Henderson City Council for approval on **December 2020** (estimated date).

Bid Attachments

COH NGEM Supplier User Guide (Rev 12-2016).pdf

[View Online](#)

COH NGEM Supplier User Guide (Rev 12-2016)

IFB Terms & Conditions (Rev 8-18-2020).pdf

[View Online](#)

IFB Terms & Conditions

Scope of Work.pdf

[View Online](#)

Scope of Work, Intent and Instructions

Requested Attachments

Bid Package

(Attachment required)

Please upload to your bid in one complete PDF file in the following order: Manufacturer's current price list(s) for items described in each category, or website information 2. Any Exceptions to the Bid

Bid Attributes

1 Acknowledgement of the Terms and Conditions

Bidder has read, understands and will comply with the IFB Terms and Conditions.

☐ Yes

(Required: Check if applicable)

2 Term of Contract

It is intended that the initial contract period will be date of award through November 30, 2021, with the option to renew for four (4) additional one-year periods.

☐ Acknowledgement

(Required: Check if applicable)

3 Category of Items

The Categories appearing in the IFB are a broad array of items used within the City and are prepared for the solicitation of bids.

☐ Acknowledged

(Required: Check if applicable)

4 Award Criteria

The IFB consists of 19 line items. The award of IFB will be based on the Bidder(s) who submits the Bid deemed to be most advantageous to the City. The City reserves the right to award to multiple Bidders, and may award on a per line (Category) basis.

☐ Acknowledged

(Required: Check if applicable)

5 Manufacturer, Catalog & Percent Discount

Bidder has listed the manufacturer/catalog for each category and the discount from list price. Bidder shall list the discount in a whole number format.

For example 25% would be listed as 25.

Not 0.25 or 25%.

☐ Acknowledged

(Required: Check if applicable)

6 Categories

Bidder acknowledges that Bidder may not be able to supply all categories within the IFB. Bidder shall be thorough in completing the categories able to supply to City.

☐ Acknowledge

(Required: Check if applicable)

7 Does Bidder have a restocking fee for returned parts? Yes/No

Please describe the restocking fee if applicable

(Required: Maximum 4000 characters allowed)

8 Does Bidder offer volume or incentive rebates? Yes/No

Please describe, if applicable

*(Required: Maximum 4000 characters allowed)***Bid Lines****1 Percent Discount off List Price on Adhesives and Sealants (Category 1)**

Quantity: <u> 1 </u>	UOM: <u>List Price</u>	Percent Discount off	Percent Off: <input type="text" value="\$"/>	Total: <input type="text" value="\$"/>
Manufacturer: <input type="text"/>				
<i>(Required)</i>				
Item Notes: Example: 30% discount would be entered 30, not 0.30.				
Supplier Notes: <input type="text"/>				
<input type="text"/>				

☐ No bid
☐ Alternate specification
(Attach separate sheet)
☐ Additional notes
(Attach separate sheet)

2 Percent Discount off List Price on Conduit, Fittings and Accessories (Category 2)

Quantity: <u> 1 </u>	UOM: <u>List Price</u>	Percent Discount off	Percent Off: <input type="text" value="\$"/>	Total: <input type="text" value="\$"/>
Manufacturer: <input type="text"/>				
<i>(Required)</i>				
Item Notes: Example: 30% discount would be entered 30, not 0.30.				
Supplier Notes: <input type="text"/>				
<input type="text"/>				

☐ No bid
☐ Alternate specification
(Attach separate sheet)
☐ Additional notes
(Attach separate sheet)

3 Percent Discount off List Price on Enclosures, Wireways, Wire Duct and Cable Trays (Category 3)

Quantity: <u> 1 </u>	UOM: <u>List Price</u>	Percent Discount off	Percent Off: <input type="text" value="\$"/>	Total: <input type="text" value="\$"/>
Manufacturer: <input type="text"/>				
<i>(Required)</i>				
Item Notes: Example: 30% discount would be entered 30, not 0.30.				
Supplier Notes: <input type="text"/>				
<input type="text"/>				

☐ No bid
☐ Alternate specification
(Attach separate sheet)
☐ Additional notes
(Attach separate sheet)

☐ No bid

☐ Alternate specification
(Attach separate sheet)

☐ Additional notes
(Attach separate sheet)

5 Percent Discount off List Price on Labeling and Signage (Category 5)

☐ No bid

☐ Alternate specification
(Attach separate sheet)

☐ Additional notes
(Attach separate sheet)

6 Percent Discount off List Price on PLC, HI and Computers (Category 6)

☐ No bid

☐ Alternate specification
(Attach separate sheet)

☐ Additional notes
(Attach separate sheet)

7 Percent Discount off List Price on Control Power Transformers, Power Supplies, Instrumentation (Category 7)

☐ No bid

☐ Alternate specification
(Attach separate sheet)

☐ Additional notes
(Attach separate sheet)

8 Percent Discount off List Price on Sensing, Safety Controls and Systems Connectivity (Category 8)

☐ No bid

☐ Alternate specification
(Attach separate sheet)

☐ Additional notes
(Attach separate sheet)

9 Percent Discount off List Price on Wire, Cable and Portable Cords (Category 9)

Quantity: 1 UOM: List Price Percent Discount off \$ Percent Off: \$ Total: \$

Manufacturer: (Required)

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Supplier Notes: _____

☐ No bid
☐ Alternate specification
(Attach separate sheet)
☐ Additional notes
(Attach separate sheet)

10 Percent Discount off List Price on Tools (Category 10)

Quantity: 1 UOM: List Price Percent Discount off \$ Percent Off: \$ Total: \$

Manufacturer: (Required)

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Supplier Notes: _____

☐ No bid
☐ Alternate specification
(Attach separate sheet)
☐ Additional notes
(Attach separate sheet)

11 Percent Discount off List Price on Boxes and Covers (Category 11)

Quantity: 1 UOM: List Price Percent Discount off \$ Percent Off: \$ Total: \$

Manufacturer: (Required)

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Supplier Notes: _____

☐ No bid
☐ Alternate specification
(Attach separate sheet)
☐ Additional notes
(Attach separate sheet)

12 Percent Discount off List Price on Drives, Motion Control, Motors (Category 12)

Quantity: 1 UOM: List Price Percent Discount off \$ Percent Off: \$ Total: \$

Manufacturer: (Required)

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Supplier Notes: _____

☐ No bid
☐ Alternate specification
(Attach separate sheet)
☐ Additional notes
(Attach separate sheet)

13 Percent Discount off List Price on Fans, Ventilation, Heaters and Environmental Control (Category 13)

Quantity: 1 UOM: List Price Percent Discount off \$ Percent Off: \$ Total: \$

Manufacturer: (Required)

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Supplier Notes: _____

☐ No bid
☐ Alternate specification
(Attach separate sheet)
☐ Additional notes
(Attach separate sheet)

1
4 Percent Discount off List Price on Industrial Control (Category 14)

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$ Total: \$

Manufacturer:
(Required)

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Supplier Notes:

☐ No bid
☐ Alternate specification
 (Attach separate sheet)
☐ Additional notes
 (Attach separate sheet)

1
5 Percent Discount off List Price on Lighting, Lamps and Ballasts (Category 15)

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$ Total: \$

Manufacturer:
(Required)

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Supplier Notes:

☐ No bid
☐ Alternate specification
 (Attach separate sheet)
☐ Additional notes
 (Attach separate sheet)

1
6 Percent Discount off List Price on Power Distribution/Switch Gear, Transformers, Power Protection (Category 16)

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$ Total: \$

Manufacturer:
(Required)

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Supplier Notes:

☐ No bid
☐ Alternate specification
 (Attach separate sheet)
☐ Additional notes
 (Attach separate sheet)

1
7 Percent Discount off List Price on Safety and Signaling Devices (Category 17)

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$ Total: \$

Manufacturer:
(Required)

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Supplier Notes:

☐ No bid
☐ Alternate specification
 (Attach separate sheet)
☐ Additional notes
 (Attach separate sheet)

1
8 Percent Discount off List Price on Wiring Devices (Category 18)

Quantity: 1 UOM: List Price Percent Discount off Percent Off: \$ Total: \$

Manufacturer:
(Required)

Item Notes: Example: 30% discount would be entered 30, not 0.30.

Supplier Notes:

☐ No bid
☐ Alternate specification
 (Attach separate sheet)
☐ Additional notes
 (Attach separate sheet)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

This Bid constitutes an offer by the Bidder to enter into a Contract for the scope of work described herein. Execution of this document by the Bidder shall represent that the Bidder is familiar with all local conditions and correlated this knowledge with the requirements of this Invitation for Bid. The undersigned Bidder has received, read and fully understands and agrees to all terms, conditions and specifications set forth in this IFB. The Bidder hereby agrees to contract with the City to perform all work/and or furnish all materials specified in the manner and time prescribed in the IFB. By signing below, I certify under penalty of perjury that all information provided to the City is truthful and correct, that I am authorized to sign this document and submit this bid on behalf of the Bidder, and that this quotation is genuine, not collusive, and is not made in the interest of or on behalf of any person not herein named.

Print Name

Signature

IFB 110-21
ELECTRICAL SUPPLIES – MATERIALS ONLY
SCOPE OF WORK

BACKGROUND

The Department of Utility Services (DUS) is responsible for all facets of water, wastewater and reclaimed water services for the city. The DUS provides treatment and delivery of drinking water, collection and reclamation of wastewater, laboratory testing services, utility infrastructure planning and management, and customer and billing services.

DUS manages and maintains approximately \$2.4 Billion of assets (based on current replacement cost) and manages 7 warehouse locations to support infrastructure maintenance. This bid will enable the purchasing of commodities necessary to appropriately maintain department infrastructure.

The Department of Public Works provides electrical maintenance for all facilities in the City of Henderson and parks maintenance. This bid will enable the purchasing of commodities necessary to appropriately maintain department infrastructure.

1. INTENT

This solicitation is to establish a purchasing contract for the acquisition of electrical fixtures, supplies and related products. The category examples in Section 3 are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential and commercial environment. Bidders may not have the ability to provide, or submit a bid for all categories.

The intent is for each Bidder to submit a complete product line so that the City may order a wide array of products. Bidders may subcontract items their company does not supply. All products offered shall be new, unused and of the latest design and technology unless otherwise requested. After-market products provided shall meet Original Equipment Manufacturer (OEM) specifications.

The resulting contracts are not exclusive. City may order from non-contracted vendors as necessary. The City reserves the right to award by line item/category or make multiple awards, where such action serves the City's best interest.

2. SCOPE OF WORK

At a minimum, providing a complete line of products is required for the following applications:

- 2.0 Residential: Housing Authorities, Dormitories, County-owned residences;
- 2.1 Municipal Buildings and Courthouses;
- 2.2 Municipal Water Services: Meters, Hydrants, Municipal/Residential Services, Sewer Services, Storm Water Systems;
- 2.3 Kitchens: Hospitals, Food Services, Institutional, etc.
- 2.4 Institutional Facilities

IFB 110-21
ELECTRICAL SUPPLIES – MATERIALS ONLY

3. PRODUCT CATEGORIES

The category examples in this section are not to be considered restrictive, but rather, provide a general, non-inclusive, description of each category.

CATEGORY 1: ADHESIVES AND SEALANTS

Resins, tape, anti-corrosive lubricants, sealing compound, anti-seize or anti-stain compounds, general purpose lubricants, duct tape, electrical insulating tape, resin impregnated tape, electrically conductive tape, aisle marking tape, color coding tape, vinyl tape, rubber tape and electrical sealing compounds.

CATEGORY 2: CONDUIT, FITTINGS AND ACCESSORIES

Busway fitting and accessories, channels and struts, electrical conduit, electrical conduit fitting body, electrical fittings, electrical metallic tubing EMT connectors, gaskets, seals, glands, cable accessories, packings and glands, strain reliefs, electrical bushing, electrical conduit couplings, electrical connector assemblies, electrical hangers, flex connectors, liquid tight connectors, and metal straps.

CATEGORY 3: ENCLOSURES, WIREWAYS, WIRE DUCT AND CABLE TRAYS

Busbar systems and components, panel filters, electrical console and console enclosures, wall mount enclosure accessories, electrical operator interface unit enclosures, electrical terminal enclosures, enclosure plate or covers, modular electrical enclosures, wireways, wire ducts, datacom and network cabinets, racks and accessories, patch panels, control board enclosures, electrical general purpose enclosures, pendant arm components, electrical pushbutton enclosures, electrical wire or cable raceways, explosion proof enclosures, modular enclosure accessories, wiring accessories and wiring troughs.

CATEGORY 4: FUSES

Plug fuses, midget fuses, diazed or bottles fuses, electronic fuses, medium voltage fuses, semiconductors, fuse clips, voltage regulators, cartridge fuses, fuse parts or accessories, automotive fuses, fuse holders, power fuses, fuse blocks, circuit interrupters and vacuum interrupters.

CATEGORY 5: LABELING AND SIGNAGE

Self-adhesive labels, heat shrink wire markers, wire labeling tool and printers, wire marker roll and dispensers, corrugated loom tubing, wire floor track or guards, printer ribbons, thermal transfer printer for commercial printing applications, multipurpose labels, signage, wire identification markers, wire marker books, write on wire markers, spiral wrappings, label making software, thermal ribbon, printer labels and metallic nameplates.

CATEGORY 6: PLC, HMI AND COMPUTERS

Programmable logic controllers, communication networks, pc connectivity, accessories, chassis, i/o modules, power supplies, CPU's, control system distribution boxes, memory modules, CPUs, flash memory, programming software, mainframe computers, monitors, desktop computers, portable data input terminals.

IFB 110-21
ELECTRICAL SUPPLIES – MATERIALS ONLY

CATEGORY 7: CONTROL POWER TRANSFORMERS, POWER SUPPLIES, INSTRUMENTATION

Adapters and inverters, low voltage AC/DC panel boards, transformers, distribution or control board fixtures and power supplies.

CATEGORY 8: SENSING, SAFETY CONTROLS AND SYSTEMS CONNECTIVITY

Switches, controls, relays and accessories, control system receptacles, toggle switches, photoelectric sensors, vacuum switches, safety control devices, pressure switches, limit switches, switch parts or accessories and proximity switches.

CATEGORY 9: WIRE, CABLE AND PORTABLE CORDS

Electrical wire, interconnect wire, bus conductors, signal cables, network cables, inter connect cables, power cables, cable reels, power cords, combined or customized multi-cables.

CATEGORY 10: TOOLS

Carbide tipped hole cutter, multi-step drill, punches or nail sets, stripping tools, wire cutters, bolt cutters, punching pliers, wire lug crimping tools, banders, anchor setting tools, stamping dies or punches, threading taps, tool holders, arbors, lug crimping tool dies, hole saws, tool bags, light bulb changers, conduit benders, fuse pullers and fish tape.

CATEGORY 11: BOXES AND COVERS

Hazardous location box, electrical box covers, switch box, outlet box, utility box, ceiling box, electrical box partitions, electrical junction box, electrical box, weather proof box, floor box, specialty electrical box, cast device box, electrical box hardware and accessories, fire rating poke through box, and masonry box.

CATEGORY 12: DRIVES, MOTION CONTROL, MOTORS

General purpose AC motors, synchronous AC motors, servo DC motors, DC motor control drives, servo controllers, servo drives, servo control drives, AC inverter drives.

CATEGORY 13: FANS, VENTILATION, HEATERS & ENVIRONMENTAL CONTROL

Fan guards or accessories, outlet filters, air conditioners, heat exchangers, heater elements, heaters, domestic water heaters, fans, chillers, and enclosure heaters.

CATEGORY 14: INDUSTRIAL CONTROL

Inductors, switches/indicators, push buttons, cam switches, drums, motor starter controls, miniature circuit breakers, potentiometers, terminal strips, relays, sensors, earth leakage, and power meters.

CATEGORY 15: LIGHTING, LAMPS AND BALLASTS

Lamps and light bulbs, lamp ballasts, lamp transformers, emergency lighting and accessories, special environment fixtures and accessories, optical lighting, lamp gloves, interior lighting fixtures and accessories, lamp sockets, lamp and lamp fixture guards, lamp mounting accessories, lighting reflector or reflecting baffles, portable hand lamps, portable incandescent lights, light bulbs, and lighting control systems.

IFB 110-21
ELECTRICAL SUPPLIES – MATERIALS ONLY

CATEGORY 16: POWER DISTRIBUTION/SWITCH GEAR, TRANSFORMERS, POWER PROTECTION

Electrical lugs, plugs and connectors, busways, circuit breakers, line/load reactors, low voltage motor control centers, meter centers or sockets, power distribution units, transformers, motor control centers, circuit breaker switchboards, capacitor banks, disconnect and safety switches, load centers, medium voltage switchgear, panel boards, power monitoring or control systems, and UPS systems.

CATEGORY 17: SAFETY AND SIGNALING DEVICES

General purpose cleaners, control sound modules, stack lights, safety horns, door chimes, sirens, circuit breaker lockouts, lockout kits and stations, fire alarm systems, absorbents, safety control modules and respirators.

CATEGORY 18: WIRING DEVICES

Electrical plugs, electrical receptacles, RJ jack and modules, time switches, surge suppressers, locking plugs, circular connectors, dimmer switches, snap switches and wall plates.

CATEGORY 19: TIES, TERMINALS, TAPE, SCREWS, NUTS AND BOLTS, LUGS AND GROUNDING

Electrical lugs, plugs and connectors, nuts, anchors, beam clamps, electrical sleeves, mechanical connectors, electrical terminals, wire terminal disconnects, wire or cable compression splices, cable ties, cable splicing kits, heat shrinkable tubes, screws, washers, mounting hardware, signal conditioners, cable or wire lug, wire connectors, twist on wire connectors, wire or cable compression connectors, grounding devices or assemblies, cable tie mounts, and electrical insulators.

4. PRODUCT AVAILABILITY AND SHIPPING

All products offered shall be available for ordering at the time of the contract award and throughout the life of the Contract. The City shall be notified in advance of any product line changes. The City does not guarantee any minimum purchase during the life of the contract.

- A. Order Placement:
Orders may be placed by phone, email, fax, or in person.
- B. Delivery: Delivery for in stock items shall not exceed 48 hours (within 24 hours is preferred). Delivery location within the City of Henderson will be identified on individual orders.

Delivery of out of stock items shall not exceed 10 working days, with the exception of specialty items. Successful Bidder shall advise the CITY of expected shipping date on all Specialty Items.

The Successful Bidder shall have policies in place regarding late delivery such as order cancellation policy, discount given for late deliveries, order tracking etc.

- C. Distribution/Warehouse Facility: Successful Bidder shall provide adequate

IFB 110-21
ELECTRICAL SUPPLIES – MATERIALS ONLY

warehouse facilities and distribution network dedicated to the successful performance of the awarded contract. This shall include but not limited to adequate volume stock levels, staff levels, fill rates and will call capabilities. The Successful Bidder shall have a policy in place for damaged freight, shipping and invoicing errors, defective items and other policies that increase the ability to deliver customer orders in a timely manner.

- D. Shipping: All shipping costs shall be bundled in the product unit costs. The CITY prefers complete shipments of items when at all possible. Each shipment shall include a packing slip showing the contract number, item, price and the quantity shipped.

5. TERM OF CONTRACT

The base term of this Contract shall be the date of award through November 30, 2021, with the option to renew for four (4) additional one-year periods. The CITY reserves the right to extend the Contract for an additional ninety (90) calendar days from its expiration for any reason.

6. INSTRUCTIONS

The line item categories are broad. Should Bidder have multiple manufacturers within each line item (Category), Bidders shall add alternates within the NGEM bid line item entry. Bidder shall add alternate for each manufacturer and each discount.

CITY OF HENDERSON IFB TERMS & CONDITIONS

1. DEFINITIONS

In addition to terms defined elsewhere in the IFB Documents, the following definitions are applicable to the IFB Documents:

“Addendum” means an instrument issued by the City via Nevada Gov eMarketplace (“NGEM”) prior to the submission of the Bids which modifies or interprets the IFB Documents by addition, deletion, clarification, correction or other type of modification. All Addenda will become part of the executed Contract.

“Bid” means a complete and properly signed offer from the Bidder to do the Work for the amount or amounts set forth in the offer that is submitted in accordance with the IFB Documents.

“Bidder” means the individual or entity submitting a Bid in response to this IFB.

“Business Day” means Monday through Thursday, excluding official City holidays.

“City” means the City of Henderson, a municipal corporation and political subdivision of the State of Nevada.

“City-Contractor Agreement” means the document labelled “Contract” executed by the City and the successful Bidder after the award of the Contract that identifies the parties, the IFB number, incorporated documents, contract performance period and any extension options.

“City Council” means the governing body of the City.

“Confidential Information” means information that is disclosed by the City under the Contract in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the City by submitting a written document to the Contractor within thirty (30) days after such disclosure. That written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. However, Confidential Information does NOT include any information that: (a) is or becomes publicly known through no wrongful act of the Contractor; (b) is already known to the Contractor without restriction when it is disclosed; (c) is or becomes, rightfully and without breach of the Contract, in the Contractor's possession lawfully without any obligation restricting disclosure; (d) is independently developed by the Contractor without breach of the Contract; (e) is explicitly approved for release by written authorization of the City; or (f) is required to be open to public inspection pursuant to

NRS 239.010 and is not subject to an applicable exception or declared by Law to be confidential (as determined by the City in its sole and absolute discretion).

“Contract” means the entire agreement between the City and the Contractor as set forth in the Contract Documents and does not come into existence until execution of the City-Contractor Agreement by the City.

“Contract Documents” mean the City-Contractor Agreement, Scope of Work/Services, Technical Information, IFB Terms & Conditions, Contractor’s Bid and, if applicable, each Addendum issued in connection with the IFB Documents.

“Contractor” means the lowest responsive and responsible Bidder who is offered a Contract by the City and enters into that Contract.

“IFB Documents” mean the IFB, City-Contractor Agreement, Scope of Work/Services, Technical Information, IFB Terms & Conditions and the Addenda issued prior to the date designated for receipt of the Bids, as applicable.

“IFB Terms & Conditions” mean this document entitled “City of Henderson IFB Terms & Conditions.”

“Invitation for Bids” or **“IFB”** means the City’s invitation through NGEM to individuals and entities, through a bidding process, to submit a Bid to perform the Work or provide commodities.

“Law” means all applicable federal, state and local laws, statutes, ordinances, regulations, rules, codes, orders, policies, standards, guidelines or other governmental requirements, including the Nevada Revised Statutes (“NRS”), Nevada Administrative Code (“NAC”), and Henderson Municipal Code, as amended or that may be enacted or promulgated subsequently.

“Scheduled Closing Date and Time” means the date and time specified on the Close Date & Time located under the **Event Details Tab** in NGEM. The Close Date & Time specified on the **Event Details Tab** shall take precedence over any reference to the Close Date & Time published elsewhere and the reference to time of day refers to local time in Nevada.

“Tie Bid” means an instance where Bids are received from two or more Bidders that are considered to have provided the low Bids and are identical in all evaluation areas (such as price, quality, delivery, terms, and ability to supply). Unless all of the evaluation areas are identical, the Bids are not considered tied and the Contract award will be made to the lowest responsive and responsible Bidder.

“Work” means all obligations, duties, requirements, and responsibilities for the successful completion of the Contract by the Contractor, including the furnishing of all goods and/or services required by and in accordance with the Contract Documents.

2. ORDER OF PRECEDENCE

- (a) The IFB Documents include various divisions, sections and conditions that are essential parts for the Work to be performed by the Contractor. A requirement occurring in one is as binding as though occurring in all of the IFB Documents. The IFB Documents are intended to be complementary and to describe and provide for a complete scope of Work. In the event there are inconsistencies between the IFB Terms & Conditions, Scope of Work/Services, Technical Information and any Addenda, the following order of precedence shall apply:
- (1) Any Addenda (with those of later date having precedence over those of earlier date)
 - (2) Scope of Work/Services
 - (3) Technical Information
 - (4) IFB Terms & Conditions

3. PRE-BID MEETING

Pre-Bid meetings will be held at the City's discretion. All information regarding any pre-Bid meeting will be located under the **Activities Tab**. In the event that the City has decided NOT to conduct a pre-Bid meeting(s), there will be no corresponding information under the **Activities Tab**.

4. QUESTIONS & COMMUNICATION

- (a) All questions regarding this IFB must be submitted electronically through the NGEM system using the **Questions Tab**. Questions must be submitted prior to the Question Cutoff Date and Time shown in both the **Event Details and Questions Tabs**.
- (b) All other communication must be directed to the Purchasing Specialist named in the **Events Tab**. This will ensure that all issues are appropriately coordinated and that all prospective Bidders are afforded equal treatment. Communication with any other City employee, official or representative in regards to this IFB prior to award may be grounds for disqualification.

5. SUBMISSION OF BIDS

- (a) Bids submitted electronically via NGEM are due no later than the Scheduled Closing Date and Time. Under the NGEM Terms of Use, “submitted” means that the Bidder has (1) provided all required responses and attachments, (2) digitally signed the Bid on the **Response Submission Tab** and (3) received a confirmation after clicking the “Submit Response” button. After the deadline

has passed, the system will not allow Bidders to submit and the server clock will govern. Partial Bids will not be accepted.

- (b) Pursuant to NRS 332.045.2(d), a written certification is a required part of the Contract pursuant to Section 5 of Nevada Senate Bill 26 (2017).
- (c) Bidders who wish to submit a hard copy Bid must request submittal forms from the Purchasing Specialist named on the **Event Details Tab**. Hard copy Bids must be submitted prior to the Scheduled Closing Date and Time in a sealed package plainly marked with the IFB number and title with the name and address of the Bidder plainly marked. Bids are to be delivered to the front desk of the Finance Department, 240 Water St. MSC 121, Henderson, NV 89015 Monday through Thursday, 9:00 a.m. to 3:00 p.m., excluding holidays by the . Bids will be time stamped upon receipt. No Bids may be submitted after the Scheduled Closing Date and Time. No liability will attach to the City or to any official or employee thereof for the pre-opening of, post-opening of, or failure to open a Bid not so properly addressed and identified. The City will not accept e-mailed or faxed Bids.
- (d) Bids will be publicly unsealed and opened immediately following the Scheduled Closing Date and Time at the location identified in the **Activities Tab**, and preliminary results will be posted to NGEM.

6. COST OF BID

The City will not be liable, nor will it reimburse costs associated with Bid preparation, interviews, presentations, site visits, and correspondence that may or may not result in the award of a Contract as a result of this IFB.

7. EXCEPTIONS TO BID

The Bidder shall list any exception(s) to this IFB on a separate document titled "Bid Exceptions" and upload it to the **Response Attachments Tab** for submission with the Bid. If no exceptions are stated, it will be understood that all conditions of the IFB will be complied with, including those in the IFB Terms & Conditions, without exception. The City will evaluate any such exceptions in determining award of a Contract.

8. BID MODIFICATIONS

Any Bidder may modify a Bid it has been submitted to the City at any time prior to the Scheduled Closing Date and Time by selecting "Retract" within the online IFB event in NGEM. Once the Bid is retracted, it is no longer submitted or valid, and the Bid must then be resubmitted in accordance with the requirements in the "SUBMISSION OF BIDS" Section of the IFB Terms & Conditions.

9. WITHDRAWAL OF BID

- (a) Bidders may withdraw a submitted Bid prior to the Scheduled Closing Date and Time (1) for any Bid submitted electronically, by selecting **Retract** within

the online IFB event in NGEM or (2) for any hardcopy Bid submitted, by providing written notice that Bidder is withdrawing the Bid to the City at the location identified in and in accordance with process described in Subsection (b) of the "SUBMISSION OF BIDS" Section of the IFB Terms & Conditions.

- (b) No Bids may be withdrawn for a period of ninety (90) days after the Scheduled Closing Date and Time. All responsive and responsible Bids received are considered firm offers for the aforementioned time period and may be considered for award by the City.
- (c) In its sole and absolute discretion, the City may allow the Bidder intended for the award of a Contract to withdraw its Bid if a material mistake of fact on the part of the Bidder has occurred in the preparation of its Bid, the Bidder provides the City clear and convincing evidence that such a mistake occurred and the Bidder provides the City written notice within two (2) business days of the award. The burden of proving the mistake occurred is on the Bidder. The written notice must include the following: (1) a request to withdraw its Bid; (2) a detailed description of the nature of the mistake; (3) an explanation of exactly how and why the mistake occurred; and (4) an explanation of the corrective action that the Bidder implemented, or will implement, to eliminate the possibility of future mistakes. If the foregoing information is not adequately provided to the City's satisfaction, the Bidder shall be prepared to meet with the City within twenty-four (24) hours of notification to further review the request. After reviewing the request and in its sole and absolute discretion, the City may deny the Bidder's request or elect to allow withdrawal of the Bid by the Bidder without any further implications or penalty.

10. LATE BIDS

NGEM will not allow late Bids to be submitted or accepted after the Scheduled Closing Date and Time. Hard copy Bids are time-stamped upon receipt by the City. Any hard copy Bids submitted after the Scheduled Closing Date and Time will not be considered in the award of the Contract and will be returned to the Bidder.

11. BRAND NAMES OR EQUAL

Whenever in the IFB Documents any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording shall be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and shall be deemed to be followed by the words "or equal." The Bidder bears the burden of proving, at the time of Bid, that the proposed material, process and/or equipment is, in fact, equal to in quality, utility, price, and economy to that specified in the IFB Documents. The Bidder shall bear the expense of any changes in other parts of the Work caused by the substitution. The City will be the sole judge of whether or not the substitution is equal in quality, utility, price and economy to that specified under the IFB Documents. For purposes of this IFB, only alternate materials, processes or equipment that are of

equivalent substance and function and fully perform in accordance with the requirements and any specifications in this IFB will be considered "equal." Such "or equal" determinations are not subject to protest, and remain the sole discretion of the City.

12. NEW EQUIPMENT

All goods, parts and equipment provided as part of the Contract shall be new and unused, of merchantable quality, free from defects in design, meet or exceed specifications/requirements, of the latest model of current production, of the best grade and of first quality in regards to workmanship and materials. All parts shall be original equipment manufactured with appropriate, transferrable warranty that, upon the City's written request, the Contractor assigns to the City.

13. WARRANTIES

- (a) The Contractor warrants that the Work performed shall conform to the specifications, drawings, samples, and other descriptions set forth in the Contract Documents and shall be free of defects in workmanship. The Contractor shall at its own expense promptly repair, replace and/or re-perform any portion of the Work that is defective or in any way fails to conform to the requirements in the Contract Documents for a period commencing on the date of final completion of the Work and acceptance by City and ending one (1) year as thereafter as such one-year period is extended through any warranty or extended warranty provided in the Contractor's Bid (the "Warranty Period"). Any repair, replacement or re-performance will meet the requirements in the Contract Documents for a period that is the longer of (1) one (1) additional year following City's acceptance of such repair, replacement or re-performance or (2) the remainder of the Warranty Period. If the Contractor fails to promptly make any repair, replacement or re-performance as required herein, City may conduct the necessary work at the Contractor's expense. The Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, the Contractor shall reimburse the City for the cost of any warranty repair, replacement or re-performance self-performed by the City or, in its sole and absolute discretion, City may offset any amount owed by the Contractor to the City against any amount owed by City to the Contractor in connection with the Contract. At the City's written request, the Contractor shall provide the City with a copy of any manufacturer warranty applicable to the Work and assign to the City such warranties.

Any delivery, installation, services or other Work performed by the Contractor shall in no way modify, void, or compromise the manufacturer's warranty, features, serviceability, or normal operation of any City property or equipment. Any services that result contrary to these conditions shall be remedied at the

sole cost of the Contractor, up to and including repair or replacement of the City property and equipment.

- (b) The Contractor warrants that the price of the Work set forth in the Contract does not exceed the price charged by the Contractor to any other customer purchasing the like Work in like or comparable quantities under like terms and conditions.
- (c) With respect to any software provided by the Contractor to the City under the Contract, the Contractor further warrants that all such software, when unmodified (except as authorized by Contractor or its personnel) will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the software. Whether a defect occurs or exists will be determined by the City and the Contractor with reference to the software's documentation. The Contractor represents and warrants that it has undertaken commercially reasonable efforts to ensure that the software does not contain any Malicious Code and further represents and warrants that it will not at any time introduce, or permit a third party under its control to introduce, Malicious Code into the software. The Contractor warrants that it has obtained the Required Consents necessary to license the software provided to the City and paid all license fees. The Contractor shall use commercially reasonable efforts to remedy any material software defect covered by this warranty. These efforts will include, in the following order of priority: (1) replacing the media or attempting to correct program or documentation errors or Security Vulnerabilities; or (2) if the Contractor cannot correct the defect within a reasonable time, replacing the defective software with functionally-equivalent software licensed to the City under terms substantially similar or identical to those contained in the software license agreement between the Contractor and City that resolves the defect and will accomplish the same objective.

"Malicious Code" means (a) any code, program, or sub-program whose knowing or intended purpose is (1) to damage or interfere with the operation of the computer system or network containing the software, code, program, or sub-program, or (2) to halt, disable, or interfere with the operation of software, code, programs, sub-programs, itself, or any device; or (b) any method or token that permits any user to circumvent the normal security of the software, network, or system containing such software, code, program, or sub-program.

"Required Consents" mean all licenses, consents, authorizations and approvals from third parties that are necessary to allow the Contractor to lawfully provide the software to the CITY.

“Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

14. STOCK

The Contractor shall maintain sufficient stock and/or access to sufficient stock of any items or equipment required in performance of the Contract.

15. PUBLIC RECORDS

- (a) The City is a governmental entity and subject to the public records Laws and regulations set forth in chapter 239 of the NRS and NAC. Therefore, the City's records are public records and are subject to inspection and copying by any person unless there is an applicable exception or the record is declared by Law to be confidential. The Bidder is advised, and acknowledges, that when a Bid is recommended by the City for award, the contents become a public record in accordance with NRS 332.061.2 and, unless the information is declared by Law to be confidential or is otherwise excluded from the public records disclosure requirements, may be subject to inspection and copying.
- (b) If the Bidder believes any information it submits should be considered confidential or proprietary in nature, or contains trade secrets (as defined in NRS 600A.030), the Proposer shall mark the page or pages that contain such information “CONFIDENTIAL,” shall provide a summary sheet on the cover of the Bid identifying each and every page that contains information so marked, shall represent in writing on that sheet that protections exist under Law to preserve the integrity, confidentiality and security of the information, and shall specify with particularity the basis thereof. If the Bidder fails to do all of the foregoing, such information shall be deemed to not be confidential.
- (c) If the City receives a public records request that applies to the IFB Documents (either specifically or otherwise), it will analyze the IFB Documents to see if the information so marked may legally be withheld from inspection and copying. The City takes no responsibility and is not liable for release of (1) any information not so marked and summarized or (2) any information that is so marked and summarized in the event that the City determines in its sole and absolute discretion that the City must provide the information because an applicable exception does not apply or the information is not declared by Law to be confidential.

16. PRICE STABILITY

All prices shall remain firm during the base term of the Contract. Thereafter, requests for price increases must be submitted in writing by the Contractor and approved by the City prior to implementation.

17. TAXES

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

18. DISCOUNTS

Discounts for prompt payment offered may be taken into consideration during the Bid evaluation. Terms of payment offered shall be identified in the Bid. All terms of payment (cash discounts) shall be taken by the City and computed from the date of final acceptance of the Work or the date of receipt of invoice, whichever is later.

19. RESOLVING TIE BIDS

The procedure for resolving Tie Bids is to publicly draw lots and award the Contract to the winner of the draw. When lot drawing is necessary, the City will contact the Bidders involved and describe the reason for drawing lots. The City will indicate the time and place of the drawing and invite the Bidders to attend but specify that attendance is not mandatory. The City will ensure that one (1) other City employee is present as a witness at the drawing.

20. ADDENDA AND INTERPRETATIONS

- (a) If it becomes necessary to revise any part of the IFB Documents, the City will provide an Addendum via NGEM. The City is not bound by any oral representation, clarifications, or changes made to the IFB Documents by the City's employees, unless such clarification or change is provided to Bidders in an Addendum issued by the City's Purchasing Division.
- (b) A Bidder who discovers discrepancies in, or omissions in the IFB Documents or finds sections unclear or confusing, should notify the City's Purchasing Division at once in writing. If it should be found necessary, the City will issue an Addendum via NGEM. The City will not be responsible for oral instructions.
- (c) A Bidder's failure to so request clarification of any inadequacy, omission or conflict will not relieve the Bidder of responsibility for providing the Work at the Bid price. The electronic signing of the Bid or the signing of a hardcopy Bid will be considered as implicitly denoting that the Bidder has a thorough comprehension of the full intent and scope of the IFB Documents.
- (d) All Addenda issued by the City's Purchasing Division shall become a part of the IFB Documents and will be made a part of the Contract.
- (e) Each Bidder, upon receiving Addenda, shall review the information contained therein and acknowledge receipt of each Addendum in its Bid. A bidder's failure to acknowledge all Addenda could result in disqualification and rejection of a Bid.

21. COLLUSION CLAUSE; INTEGRITY OF BID

- (a) Any evidence of agreement or collusion among Bidders or prospective Bidders acting to illegally restrain freedom of competition by agreement to a proposed fixed price, or otherwise, shall render the Bids of such Bidders void. Advance disclosure of any information to any particular Bidder that gives that particular Bidder any advantage over any other interested Bidder, in advance of the Scheduled Closing Date and Time, made or permitted by a member of the City Council or an employee or representative of the City shall operate to void all Bids.
- (b) By submitting a Bid, each Bidder certifies the integrity of the Bid and that the following representations are accurate and true as of the date of the Bid and the Scheduled Closing Date and Time:
 - (1) The Bidder, and no Bidder officer, employee, representative, agent or consultant, made an offer or promise of (or engaged in a discussion of) future employment or business opportunity to any City official, officer or employee involved with this IFB process; and
 - (2) The Bidder, and no Bidder officer, employee, representative, agent or consultant, offered, gave or promised to offer or give money, a gratuity or any other thing of value to any City official, officer or employee involved with this IFB process; and
 - (3) Bidder, and no Bidder officer, employee, representative, agent or consultant, had any influence in the creation of the IFB and had no knowledge of the specific contents of the IFB prior to it being advertised by the City in accordance with NRS 332.045.
 - (4) No City official, officer or employee, directly or indirectly, contributed to (or was involved in) the development of the Bid.

22. DISQUALIFICATION OF BIDDER

Bidders may be disqualified and rejection of Bids may be recommended by the City for any of (but not limited to) the following causes:

- (a) Lack of signature by an authorized representative on the Bid.
- (b) Failure to comply with the requirements in the IFB Documents.
- (c) Failure to use the Bid forms furnished by the City, if the Bidder submits a hardcopy Bid.
- (d) Unauthorized alteration of a Bid form, if the Bidder submits a hardcopy Bid.
- (e) Evidence of collusion among Bidders.
- (f) Unauthorized communication with any City employee, officer or official regarding this IFB, other than the Purchasing Specialist designated herein.

- (g) The public interest would be served by such disqualification.
- (h) Any other reason provided in the IFB Documents or by Law.

23. REJECTION OF BIDS

City reserves the right, for any reason, to reject any and all Bids received in response to this IFB or cancel this IFB in its entirety. Bidders whose Bids are rejected will be notified in writing. The Bidder acknowledges that it shall have no property interest in the Contract unless it is the successful Bidder, the City has awarded the Contract, and the Contract has been executed.

24. FEDERAL, STATE, LOCAL LAWS

All Bidders shall comply with all Laws relative to conducting business in the City of Henderson including, but not limited to, licensing, labor and health Laws, and including NRS 338.10 through 338.180, as amended, if applicable.

25. MINORITY BUSINESS CLAUSE

Minority business enterprises will be afforded full opportunity to submit Bids in response to this IFB and will not be discriminated against on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under Law in consideration for an award.

26. BID PROTESTS

- (a) Any person or entity that submits a Bid that is required to be advertised pursuant to NRS 332.039(1) may, within five (5) business days (including the date of posting) from the date the recommendation of award is posted online on NGEM, file with the Purchasing Division a notice of protest. The notice of protest must be submitted in writing, include a statement setting forth specific reasons the protesting Bidder believes provisions of Law were violated, and the required surety.
- (b) The Purchasing Division will review the substance of the notice of protest and issue a written decision within seven (7) business days after receipt of the notice of protest to the protesting Bidder and all other Bidders of record. In the event the protesting Bidder wishes to appeal the Purchasing Division's decision, such appeal must be made to the City Council through the Purchasing Division within five (5) business days of the date the decision is rendered (including that date); otherwise, it is a final determination. The decision of the City Council is the final determination. The City Council shall not consider any protest unless this procedure is followed.
- (c) A notice of protest filed in accordance with this provision operates as a stay of action in relationship to the awarding of any Contract until a determination is made by the City Council or its authorized representative on the protest.

- (d) A notice of protest filed pursuant to the provisions of this Section and of NRS 332.068 must be accompanied by an original surety bond or cash bond in an amount equal to the lesser of (1) twenty-five percent (25%) of the total value of the Bid submitted by the protesting Bidder or (2) Two Hundred Fifty Thousand Dollars (\$250,000.00). That bond may not be submitted separate from the notice of protest. The surety bond must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects. The surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the City. The Bidder shall require the agent who executes the bond on behalf of the surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.
- (e) If the protest is upheld, the bond posted or cash bond shall be returned to the Bidder who posted the bond. If the protest is rejected, a claim shall be made against the bond or cash bond by the City in an amount equal to the expenses incurred by the City, including any expenses (including attorneys' fees and costs) incurred by the City because of the unsuccessful protest and/or in defense of any legal action associated with the protest. Any money remaining after the claim has been satisfied shall be returned to the Bidder who posted the bond or cash bond.

27. RIGHT OF INSPECTION AND TRIAL

The City reserves the right of inspection and trial prior to award of a Contract.

28. NOTICE OF AWARD

- (a) Notice of award of this IFB will be by "Recommendation of Award" issued to the Bidder who submits the Bid deemed to be most advantageous to the City in accordance with NRS 332.065.1. Recommendation of Award will be issued by the City's Purchasing Division and posted on NGEM. The City reserves the right to award to multiple Bidders if in the best interest of the City. Final approval to award will be made by the City Council, if required.
- (b) In the event the successful Bidder fails to perform in accordance with the Contract Documents, the City reserves the right to terminate the Contract for good cause, rescind the award, and either rebid the Work or re-award to the next lowest responsive and responsible Bidder as allowed by NRS 332.065(3).
- (c) Work shall not commence under the Contract until a fully executed Contract has been received by the Contractor and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.

29. GOVERNING LAW

This IFB, the IFB Documents and any Contract awarded as a result of this IFB are governed by and will be construed in accordance with the substantive and procedural laws of the state of Nevada, without giving effect to its choice or conflicts of law provisions.

30. SEVERABILITY

In the event that any provision of the Contract shall be held to be invalid or unenforceable, the remaining provisions of the Contract shall remain valid and binding on the parties thereto. Any invalid or unenforceable provision will be deemed severed from the Contract, and the balance of the Contract will be construed and enforced as if it did not contain the particular invalid or unenforceable provision. The parties further agree to amend the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

31. INDEMNITY

- (a) Unless specifically prohibited by a provision in the NRS, the Contractor agrees to indemnify, defend, and hold harmless the City and its officers, directors, employees and agents ("Indemnitees") against and from any and all claims, losses, suits, judgments, costs, damages, fines, penalties and expenses, including attorneys' fees, court costs or other expenses, of any kind or nature whatsoever (collectively, the "Claims"), brought or made against or incurred by any of the Indemnitees resulting from or arising out of the acts, errors or omissions of the Contractor, its employees, agents, representatives or subcontractors of any tier, their employees, agents or representatives in the performance or nonperformance of the Contractor's obligations under the Contract, breach of any representation or warranty made by the Contractor under the Contract or in any way related to the Contract. The indemnity obligations under this Section shall include without limitation:
 - (1) Loss of or damage to any property of City, the Contractor or any third party;
 - (2) Bodily injury to, or death of any person(s), including without limitation employees of City, or of the Contractor or its subcontractors of any tier; and
 - (3) Claims arising out of workers' compensation, unemployment compensation, or similar Laws or obligations applicable to employees of the Contractor or its subcontractors of any tier.
- (b) The Contractor's indemnity obligations owing to Indemnitees under this section are not limited by any applicable insurance coverage required in the "INSURANCE" Section of the IFB Terms & Conditions. The Contractor's indemnity obligation under this Section shall not extend to any liability caused

by the sole negligence of any of the Indemnitees. To the extent applicable, the Contractor specifically, expressly and knowingly waives any immunity under workers' compensation Laws of any state or jurisdiction that conflicts with the Contractor's indemnification obligations under this Section and acknowledges that this waiver was mutually negotiated by the parties. The Contractor's obligations hereunder shall survive termination of the Contract.

32. REPRESENTATIONS

- (a) Each Bidder and the Contractor represents that it is financially solvent, able to pay its debts as they mature, possesses sufficient working capital, is able to furnish the tools, materials, supplies, equipment and labor, is qualified, licensed in, experienced in and competent to perform and complete the Work required by the IFB Documents and the subsequent Contract; that it will refrain from knowingly exposing the City to the risk of a infringement claim; and that it is authorized to do business in the State of Nevada, Clark County, and the City of Henderson.
- (b) Each Bidder and the Contractor further represents that each, as required by and in accordance with Law, holds a license, permit or other special license to perform the Work or employs or works under the general supervision of the holder of such license, permit or special license.
- (c) The Contractor represents and warrants that the person signing the Contract on behalf of the Contractor has all requisite authority to bind the Contractor to the terms and obligations of the Contract.

33. PATENT AND COPYRIGHT INDEMNITY

- (a) The Contractor shall indemnify, defend and hold harmless Indemnitees from and against all Claims alleged against or incurred by the Indemnitees, or any of them, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, copyrighted or uncopyrighted work, including claims thereof pertaining to or arising from the Contractor's performance under the Contract. The Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the Indemnitees; provided that the Indemnitees shall have notified the Contractor upon becoming aware of such claims or actions, and provided further that the Contractor's aforementioned obligations shall not apply to equipment, materials or processes furnished or specified by the Indemnitees. In order to avoid such claims or actions, the Contractor shall have the right, at its expense, to substitute non-infringing equipment, materials or processes, or to modify such infringing equipment, materials and processes so they become noninfringing, or to obtain the necessary licenses authorizing the use of the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet the requirements of the Contract. The Indemnitees may be represented by and actively participate through their own counsel in any

such suit or proceedings, if they so desire. The Contractor's obligations hereunder shall survive termination of the Contract.

- (b) The Contractor agrees that it will not knowingly infringe the patent, copyright, trade secrets or other proprietary rights of third parties in connection with or the performance of the Contract and agrees to inform the City promptly and in writing if the Contractor is or becomes aware that the Work or City's use of the results of the Work would violate proprietary rights of a third party.
- (c) The Contractor hereby grants to the City a worldwide, royalty-free, non-exclusive and perpetual right and license to use any intellectual property created by the Contractor under the Contract.

34. PROHIBITION AGAINST CONTINGENT FEES

- (a) The Bidder warrants that no person or entity has been employed or retained to solicit or secure this Bid upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.
- (b) For breach or violation of this warrant, the City shall have the right to reject a Bid, terminate the Contract immediately without penalty, liability or further obligation to the Contractor or, in the City's sole and absolute discretion, to deduct the Contract price or consideration, and/or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

35. CONSUMPTION ESTIMATES

The quantities appearing herein are approximate only and are prepared for the solicitation of Bids. Payment to the Contractor will be made only for the actual quantities of items furnished/serviced/delivered in accordance with the Contract. It is also understood that the scheduled quantities of items to be furnished/serviced/delivered may be increased, decreased, or omitted without any penalty or in any way invalidating Bid prices.

36. NO THIRD-PARTY BENEFICIARIES; INDEPENDENT CONTRACTORS

- (a) This Agreement is intended only to benefit the parties hereto, their permitted successors and assigns, and Indemnitees. This Agreement shall not be deemed to be for the benefit of any entity or person that is not a party hereto, is a party's permitted successor or assign, or an Indemnitee and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.
- (b) Neither the Contractor nor the City is, nor will they be deemed to be, for any purpose, the agent, representative or employee of the other by reason of the Contract. Nothing in the Contract or any agreement or subcontract by the Contractor will create any contractual relationship between the Contractor's employee, agent, contractor or subcontractor and the City.

37. INSURANCE

- (a) Within ten (10) business days of the City signing the City-Contractor Agreement and thereafter within ten (10) business days of the City's request, the Contractor shall furnish the City with a Certificate of Insurance signed by an authorized representative, as well as any endorsements affecting the coverage required by this "INSURANCE" Section of the IFB Terms & Conditions. All deductibles and self-insured retentions(s) shall be fully disclosed in the Certificates of Insurance.

All insurance coverage required herein must be written by a company with a current A.M. Best's rating of not less than A:VII. **The insurance coverage required herein must be written by a company(ies) licensed to do business in the State of Nevada, with a current A.M. Best's rating of not less than A.**

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all above requirements.

At no cost to the City, the Contractor shall maintain – and shall cause each subcontractor to maintain – in full force and effect throughout the term of the Contract the following insurance coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis:

- (1) Commercial General Liability: This policy shall include bodily injury, property damage and broad form contractual liability coverage:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

- (2) Automotive Liability: This policy shall provide coverage for bodily injury and property damage for any owned, hired, leased, borrowed, and non-owned vehicles used in the performance of the Contract:

Combined single limit for bodily injury and property damage for each occurrence:	\$2,000,000
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(3) Workers' Compensation and Employer's Liability:

Workers' Compensation: Statutory

Employers' Liability:

Each Accident: \$1,000,000

Disease/Employee: \$1,000,000

Disease/Policy Limit: \$1,000,000

- (b) The commercial general and automotive liability policies are to contain, or be endorsed to contain, the following:
- (1) The City, its officers, officials, employees, agents, and volunteers are to be covered with respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises occupied or used by the Contractor (its officers, employees, agents, subcontractors). The coverage shall contain no special limitations on the scope of protection afforded to the City.
 - (2) For any claims related to the Contract, the Contractor's coverage shall be primary and non-contributory with respect to the City, its officers, employees and agents.
 - (3) The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Should any of the described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions (pursuant to ISO ACORD Form 25, current revision), and in such event the Contractor shall promptly provide written notice to the City.
- (c) **In the event that any of the insurance coverage required hereunder is reduced, restricted, or canceled and not replaced with the same, the City has the right to terminate the Contract immediately without penalty or further obligation or liability to the Contractor.**

38. SAFETY ISSUES; CONTRACTOR'S EMPLOYEES

- (a) The Contractor's employees must comply with all OSHA, state and City safety regulations, ordinances, and procedures. The Contractor must ensure its employees are trained in safety practices/tasks that they may be or are called upon to perform (such as confined space entry, lockout/tag out, fall protection, hazard communication). If unsafe behavior or conditions are brought to the

attention of the Contractor, the Contractor shall correct the condition or behavior immediately.

- (b) The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Contractor fails to remove any employee from the Work whom the City deems incompetent, careless, working unsafely or insubordinate, or whose continued employment on the Work is deemed by the City to be contrary to the public interest, the City (1) reserves the right to require such removal as a condition for the continuation of the Contract and (2) has the right to terminate the Contract immediately without penalty or further obligation or liability to the Contractor if the Contractor fails to remove its employee.

39. NONPERFORMANCE OF CONTRACT

- (a) The Contractor shall be excused from performance under the Contract during the time and to the extent that the Contractor is prevented from obtaining, delivering, or performing in the customary manner, by acts of God, fire, war, strike, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. If the Contractor believes it is excused from performing the Work as a result of the foregoing, the Contractor shall promptly provide the City with written notice, a description of the event preventing the Contractor's timely performance, its estimated duration and satisfactory evidence that nonperformance is due to one or more of the above circumstances. The duration of the delay shall be reasonable and agreed upon by the Contractor and the City. The Contractor shall notify the City in writing when the event preventing the Contractor's timely performance has ended and when its performance will resume.
- (b) If the Contractor fails to perform the Contract in accordance to the terms of the Contract for any reason other than an excusable cause listed above, the City may terminate the Contract for good cause and either rebid the Work or re-award the Contract to the next lowest responsive and responsible Bidder without requiring that new bids be submitted (as allowed per NRS 332.065(3)). Re-award of the Contract is not a waiver of any liability of the initial Contractor.
- (c) If at any time the Contractor fails to perform in accordance with the requirements of the Contract, and that results in the City obtaining any of the Work from another source, the Contractor shall reimburse the City for any costs incurred that are in excess of the Contract price.

40. INSPECTION AND TESTING; CORRECTION OF WORK; RISK OF LOSS; ACCEPTANCE OF WORK

- (a) All Work will be subject to inspection and testing at any reasonable time or times by the City, and the City shall have the right to reject unsatisfactory Work. Neither inspection nor testing of Work nor the lack of same shall relieve the Contractor from any of its obligations under the Contract. Any inspection and testing performed by the City shall not relieve the Contractor of the responsibility for providing quality control measures to assure (and ensuring) that the Work strictly complies with the Contract requirements. The Contractor shall cooperate with any inspection and testing performed by the City.
- (b) Any time prior to final completion of the Work and acceptance by the City, the City may reject Work which, in the City's opinion, fails to conform to requirements in the Contract. The Contractor, at its sole expense, shall: (a) promptly re-perform or replace any Work so as to conform with the requirements of the Contract; and (b) remove from the Work site all Work rejected by Company, whether incorporated in the Work or not. If the Contractor fails to promptly remedy rejected Work, the City may, without limiting or waiving any other rights or remedies it may have, correct the Work and remove and dispose of rejected Work at the expense of the Contractor, and may deduct from amounts due the Contractor any cost so incurred by the City.
- (c) The Contractor assumes risk of loss and full responsibility for the cost of replacing "in-progress" Work and any incorporated materials (including any insurance deductibles and uninsured losses) until the City accepts the Work. This provision shall apply regardless of whether the City holds title to the "in-progress" Work and any incorporated materials. This provision shall not apply to the extent such loss or damage is a result of the negligence or intentional misconduct of the City or the City's agents during such time as such agents are acting under the City's control.
- (d) Payment, tentative approval or tentative (or partial) acceptance by the City shall not constitute the City's final acceptance of the Work or any part thereof and shall not release the Contractor of any of its obligations under the Contract. The City will be deemed to provide a final acceptance of the Work after it determines the Work meets Contract requirements. The City's final acceptance of the Work shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty, guarantee, indemnity or term that survives termination of the Contract.

41. HAZARDOUS MATERIAL

The Contractor represents and warrants that, any product sold hereunder is free of, and the Contractor will not introduce to any City building or property, any hazardous material. The Contractor shall include the appropriate Safety Data Sheets and

appropriate product labels with each shipment. The Contractor shall have the right to reject any product that fails to meet the requirements of this Section.

42. WAIVER

No consent or waiver, express or implied, by the Contractor or the City of any breach or default by the other in the performance of any obligations under the Contract shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party. Failure on the part of the Contractor or the City to complain of any act or failure to act of the other party or to declare that other party in default under the Contract, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party and that party continues to have the right to enforce each and every provision of the Contract.

43. CONFLICT OF INTEREST; TERMINATION FOR CONFLICT OF INTEREST OR ETHICAL VIOLATION

- (a) The Contractor represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Work. In the event that any conflict of interest should nevertheless arise, the Contractor shall promptly notify the City in writing of the existence of such conflict of interest. If a conflict of interest arises, the City shall have the right to immediately terminate the Contract for cause without penalty or further obligation or liability to the Contractor.
- (b) If the Contractor becomes aware or otherwise believes that it is (or might be) employing a Family Member, the Contractor will promptly provide the City written notice that identifies the name and title of the Family Member, that person's date of hire, and the name of the possibly-related Public Servant. "Public Servant" has the meaning in HMC 2.40.020.A. "Family Member" means anyone living in the same home or dwelling, including the spouse or domestic partner of the Public Servant, or who is related to the Public Servant by blood, adoption, marriage or domestic partnership, within the third degree of consanguinity or affinity as defined in NAC 281A.310.
- (c) The City may immediately terminate the Contract for cause without penalty or further obligation or liability to the Contractor, if the City determines that for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, extension of the Contract term or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance, (1) a provision in Henderson Municipal Code (HMC) chapter 2.40 (Ethical Standards for Public Servants) or in chapter 281A of the NRS or NAC, as amended, was violated; or (2) a Gratuity was offered or provided by the Contractor or a representative of the Contractor to any Public Servant. The City shall specify the effective date of termination and extent of termination in its notice to the Contractor. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value (present or promised) that is

offered for or because of an official act or an act under the Public Servant's official responsibility. "Public Servant" has the meaning ascribed to this term in HMC 2.40.020.A.

44. TERMINATION FOR CONVENIENCE

The City may terminate the Contract in whole or in part at any time without cause prior to its completion or term by sending to the Contractor written notice of such termination. Upon such termination, the City shall pay to the Contractor, in full satisfaction and discharge of all liabilities and obligations owed the Contractor, an equitable amount for all Work satisfactorily performed by the Contractor as of the date of termination. In that notice, the City shall specify whether it is terminating the Contract in whole or in part, the effective date of Contract termination.

45. TERMINATION FOR DEFAULT

- (a) The occurrence of any of the following events constitutes a default by the Contractor (individually, an "Event of Default"):
 - (1) Failure to perform any term, condition, or covenant contained in the Contract;
 - (2) The filing by or against the Contractor of a proceeding under any bankruptcy or similar Law, unless such proceeding is dismissed within thirty (30) days from the date of filing, or voluntary termination of the Contractor's operations or consent to the appointment of a receiver, trustee, or liquidator for all or a substantial portion of its assets;
 - (3) The issuance or levy of any warrant, execution, or other writ upon any property or assets of the Contractor that could affect performance of the Contract and shall continue un-vacated and in effect for a period of thirty (30) days;
 - (4) Failure to execute the Work properly and timely in accordance with any time schedule agreed upon in writing by the City and the Contractor; or
- (b) If an Event of Default continues for ten (10) days after written notice of such default to the Contractor, the City may, without prejudice to any other remedy it may have at Law or in equity, terminate the Contract and (1) terminate all of the obligations imposed under the Contract, including the obligation of any further payment for the Work of the Contractor, except for payment of the reasonable value for all Work performed to the date of termination; or (2) suspend all payments otherwise due to the Contractor under the Contract, and finish the Work by such means as is reasonable.
- (c) If the City terminates the Contract and finishes the Work pursuant to Subsection (b)(2) above and the total cost of completing the Work, including all payments made to the Contractor, is less than the total amount budgeted

for the Contract by City, then the City shall pay to the Contractor, within thirty (30) days after the completion of the Work, the amount of any payment that would otherwise (*i.e.*, in the absence of the default) be due to Contractor for any Work performed by the Contractor prior to termination. If the City terminates the Contract and finishes the Services pursuant to Subsection (b)(2) above and the total cost of completing the Work, including all payments made to the Contractor, is greater than the total amount budgeted for the Contract, then the Contractor shall pay the amount by which the total cost of completing the Work exceeds the total amount budgeted to the City within thirty (30) days after invoicing by the City.

46. REMEDIES

All rights and remedies of the City and the Contractor provided for in the Contract will be cumulative and in addition to, and not in lieu of, any other remedies available to the City and the Contractor at law, in equity, or otherwise.

47. ASSIGNMENT OF CONTRACTUAL RIGHTS

The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of City and any sureties and any attempted assignment in violation hereof shall be void.

48. USE BY OTHER ENTITIES

NRS 332.195 allows that the state of Nevada and local governments may use the contracts of other government entities upon approval from the Contractor. The City is in no way responsible or liable for the obligations of any other entity utilizing the terms of the Contract.

49. PUBLICITY

Except with respect to internal business communications, communications with governmental agencies, or as required by Applicable Law, the Contractor shall not use the Contract nor its relationship with the City for purposes of or in any manner that intentionally gives rise to advertising or publicity without first consulting with and obtaining the prior written consent of the City.

50. RECORDS AND AUDITING [COST OF AUDIT; AUDIT FOR COMPLIANCE WITH APPLICABLE LAW/COMPLIANCE WITH CONTRACT REQUIREMENTS]

The Contractor shall maintain, and shall cause its subcontractors to maintain, accurate and complete books, documents, accounting records and other records pertaining to the Work for six (6) years from the date of the final payment under the Contract (or longer as required by Applicable Law). In addition, the Contractor shall maintain, and shall cause to be maintained, those records that relate to any dispute, litigation, or the settlement of claims arising out of the Contractor's performance under the Contract until six (6) years after the date of resolution of such dispute, litigation, or claim (or longer as required by Applicable Law). The Contractor shall make such records available, and shall cause its subcontractors to make such records available, to the City and its

representatives for inspection, audit, examination, reproduction, and copying at the Contractor's offices at all reasonable times. However, if requested, the Contractor shall furnish copies of said records at its expense, within seven (7) business days of the request. Such records shall include but not be limited to those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the Work, including those of any subcontractor of the Contractor. These rights also apply to any other governmental entity or agency participating in the funding of the Contract, or any authorized agents thereof.

51. INVOICING

The Contractor shall submit invoices describing the Work performed for which compensation is sought by the Contractor. As applicable, invoices must list all direct and non-direct costs, identify names and titles of individuals, and hours worked. As applicable, a project status report must be included with each invoice detailing Work performed on each task, percentage complete of each task, deliverables and milestones achieved, and current status of the task. The Contractor must submit invoices monthly to City. Undisputed invoices shall be payable by the City within thirty (30) days after the invoice date, unless other payment terms are agreed upon by the City and the Contractor in writing.

52. FISCAL FUNDING

Funding of the Contract is dependent on budget appropriations set each fiscal year. If necessary funds to continue with the Work are not allocated by the City, the Contract shall terminate at the expiration of the appropriated funds, unless the City terminates the Contract earlier.

53. MODIFICATION

The Contract may be amended only by written instrument signed by both the City and the Contractor with the same formality as the Contract.

54. COMPLIANCE WITH LAWS

The Contractor shall, in the performance of its obligations hereunder, comply with all Laws, including but not limited to the Federal Occupational Health and Safety Act, Title VII of the Federal Civil Rights Act of 1964 *et seq.*, the Equal Employment Opportunity Act of 1972, 42 U.S.C. § 1981, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, and Nevada's Employment Practices Statutes (NRS 613.330 *et seq.*). By signing the City-Contractor Agreement, the Contractor provides a written certification that the Contractor is not currently engaged in, and during the duration of the Contract shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The Contractor shall be responsible for fines and penalties which may arise (including those that the City pays or becomes liable to pay) as a direct result of the Contractor's non-compliance with this Section. The Contractor's failure to comply with this Section is grounds for the City terminating the Contract for good cause.

55. VENUE

All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. The Contractor agrees that it shall not initiate an action against the City in any other jurisdiction. The Contractor irrevocably agrees to submit to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or matter arising under or in connection with the Contract.

56. COUNTERPARTS

The City and the Contractor may execute the Contract in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument.

57. PERFORMANCE OF ACTS ON BUSINESS DAYS

Any reference in the Contract to time of day refers to local time in Nevada. All references to a "day" in the Contract refers to a calendar day, unless stated otherwise. Any reference in the Contract to a "business day" refers to a day that is not a Friday, Saturday, Sunday or observed as a holiday by the City. If the final date for payment of any amount or performance of any act required by the Contract falls on a Friday, Saturday, Sunday or holiday, that payment is required to be made or act is required to be performed on the next business day.

58. ENTIRE AGREEMENT

The Contract constitutes the complete and exclusive statement of the agreement between the City and the Contractor regarding the subject matter of the Contract and supersedes all prior or contemporaneous agreements, promises, proposals, negotiations, and understandings, whether written or oral, relating to this subject matter.