

City of Las Vegas

PURCHASING & CONTRACTS
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MANAGER

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SENIOR BUYER

INVITATION TO BID
BID NO. 090260-TG
TRAFFIC SIGN BLANKS

SCOPE OF WORK: The City of Las Vegas (City) hereby invites qualified firms or individuals (bidders) to submit bids for the establishment of an Annual Requirements Contract to furnish and deliver Traffic Sign Blanks for the period from date of award through August 31, 2010 with four (4) one year options to renew.

BID OPENING: All bids must be received in the office of the City Clerk, First Floor, City Hall Complex, 400 Stewart Avenue, Las Vegas, NV 89101-2986 by August 4, 2009. Bids must be time-stamped no later than 1:30 p.m. Bids time-stamped at 1:31 p.m. or later, will not be considered for award and will be returned to the Bidder. Bids will be publicly opened and read aloud, immediately after the established closing time and date, in the Purchasing and Contracts Division Conference Room.

BID DOCUMENTS MAY BE OBTAINED at the Purchasing & Contracts Division, City Hall 400 Stewart Avenue on July 23, 2009 at no charge. Suppliers/Bidders may also obtain documents by registering with DemandStar. You may register on-line at www.DemandStar.com or by requesting a registration form and faxing it to (800) 771-1712. Membership in DemandStar is not necessary for doing business with the City. However, suppliers registering with DemandStar receive automatic notification of non-construction related solicitations, including any subsequent addenda. Suppliers obtaining solicitation documents from the Purchasing Office will receive notification of addenda. Failure to acknowledge addenda, if any, may cause **the bid to be deemed non-responsive**.

Bid Documents obtained from any source other than the City of Las Vegas Purchasing & Contracts Division may not be accurate or complete, and each Bidder assumes all risks by its reliance on such documents. A Bidder who has not obtained Bid Documents from the City or DemandStar will not be notified of any addenda issued by the City, which could contain material changes thereto (such as additions or changes to the technical specifications, extensions of time, etc). **There is no charge to register as a supplier with the City.**

INQUIRIES: Questions regarding this solicitation must be directed to **Anthony Green, Senior Buyer**, at (702) 229-4716, FAX (702) 464-2583, or email at tgreen@lasvegasnevada.gov. To ensure a timely response, inquiries should be made by close of business, July 28, 2009. Information in response to inquiries may be published as an Addendum.

Prospective bidders are hereby notified that this Invitation to Bid and all related bidding documents will be made available on a Telecommunication Device for the Deaf (TTY) or in an alternate format (audio or Braille) upon request to the Purchasing and Contracts Division, telephone number (702) 229-6231 or (702) 386-9108 (TTY).

FOR COMPLETE INFORMATION OF FUTURE FORMAL BIDS AND REQUEST FOR PROPOSALS, VISIT OUR WEB SITE AT www.lasvegasnevada.gov/bids.

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INVITATION TO BID 1.0 – PROJECT OVERVIEW AND DEFINITIONS

1.1 PROJECT OVERVIEW

- a) The City of Las Vegas is seeking bids for Traffic Sign Blanks.
- b) The proposed contract type is Annual Requirements Contract
- c) Initial Term and Options: It is intended that the initial performance period will be one (1) year with up to four (4) one-year extension periods for renewal.
- d) This Invitation to Bid (ITB) consists of the ITB cover page and Sections 1.0 through 4.0 of this document, including forms and exhibits. The Instructions to Bidders are set forth in Section 2.0, and must be followed completely in order for the submitted bid to be given full consideration for award of a potential contract.
- e) The City of Las Vegas' standard clauses are included in this ITB. Should a bid be selected for award, any resultant Contract shall contain the terms and conditions as set forth. Bidders are advised to thoroughly read the ITB to ensure complete understanding of the terms and conditions. Use of the words "contract" or "agreement" in this ITB does not imply any obligation on the part of the City of Las Vegas to enter into a Contract.

1.2 DEFINITIONS

As used throughout these documents, the following definitions shall apply:

Addendum	A written revision to this Invitation to Bid.
Annual Requirements Contract	Contract that covers long-term requirements when the total quantity required cannot be definitely fixed, but an estimated annual usage is established.
Bid Submittal Form	The document to be submitted by a Bidder, which contains a description of items to be provided, Bidder's prices, and other information necessary to constitute an offer (bid) to provide the goods and/or services described in this Invitation to Bid.
Bidder	Individual or firm that submits a bid in response to this Invitation to Bid.
City	The City of Las Vegas
Contract	Terms and Conditions that conform substantially to the Invitation to Bid, including General and Special Clauses that will be finalized and executed by the Successful Bidder and the City.
Deliverable	Any report, software, hardware, data, documentation, supply or service that the successful bidder is required to provide to the City under the terms of the Contract.
Governing Body	Las Vegas City Council
Purchasing & Contracts Representative	Individual designated in the Invitation to Bid as the person to whom all inquiries should be addressed, beginning with the issuance of the Invitation to Bid and ending with an award of a Contract, or the withdrawal of the Invitation to Bid, if no Contract is awarded.
Prospective Bidders	Individuals or firms who have received copies of the Invitation to Bid.
Successful Bidder	The individual or firm who is offered a Contract by the City of Las Vegas

2.0 – INSTRUCTIONS TO BIDDERS

2.1 GENERAL

- a) Bids must be submitted no later than **1:30 p.m.**, on the date indicated on the ITB Cover Page. Late bids will be returned to the Bidder.
- b) Bids must be submitted in a sealed envelope to the following address:

Office of the City Clerk
ATTN: **Anthony Green** /ITB No. **090260-TG**
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

The envelope must be clearly marked on the lower left side as follows:

SEALED BID
BID NUMBER
BID OPENING DATE AND TIME
COMPANY NAME

Bidders will be wholly responsible for the timely delivery of submitted bids.

The City or any of its officials and/or employees will not bear any responsibility that may be associated with the premature opening, post-opening of, or the failure to open a bid not properly addressed and identified. Bidders are solely responsible for the timely delivery of bids. **FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

- c) Bids must be submitted in the exact format specified below in Paragraph 2.2 (Bid Format). Failure to follow the format instructions may result in a negative evaluation of the bid.
- d) Bidders assume all costs associated with the submission of a bid including any potential interview costs.
- e) Offers must be valid for a minimum of 90 days after the date of bid opening in order to allow the City sufficient time to evaluate and consider award.
- f) If it becomes necessary to revise any part of this ITB, a written addendum will be provided to all Prospective Bidders by Purchasing & Contracts. The City is not bound by any revisions to this ITB by City's staff, unless such revision or clarification is provided to Prospective Bidders in writing in the form of an addendum from the Purchasing & Contracts Representative

2.2 REQUEST FOR WITHDRAWAL

Any Prospective Bidder may request withdrawal of a posted, sealed bid **prior** to the scheduled bid opening time provided the request for withdrawal is submitted to the City Clerk's Office in writing, or the Bidder presents themselves in person with proper identification to the City Clerk and verbally requests the bid be withdrawn.

A request for withdrawal of a bid **after** the bid opening date, due to a purported error must be submitted in writing to the Purchasing & Contracts Manager to be considered. Any such request shall contain a full explanation of any purported error. The City retains the right to reject any request for withdrawal.

2.3 TIE BIDS

- a) Definition: A tie-bid is defined as an instance whereby bids are received from two or more Bidders that are considered to be the low, responsive and responsible bids and are identical in all evaluation areas; price, quality, delivery, terms, and ability to supply. Unless all evaluation areas are identical, there will not be a tie-bid and the award will be made to the lowest responsive and responsible Bidder.

- b) Resolution Procedure: The procedure for tie-bids is to hold a public drawing and award to the winner of the draw. Nothing in this procedure precludes the City from awarding to more than one bidder when the Invitation to Bid is structured to be awarded to one or more bidders. When a drawing is necessary, the Bidders involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

2.4 COLLUSION

Any evidence of agreement or collusion among Bidders and/or prospective Bidders, acting to restrain freedom of competition by agreement to bid a fixed price or otherwise, will render the bids of such Bidders void. Advance disclosures of any information to any particular Bidder which would give that particular Bidder any advantage over other interested Bidders in advance of the opening of the bids, whether in response to advertising or an informal request for bids, made or permitted shall void all bids received and the project shall be re-bid.

2.5 ADDITIONAL BIDS

Bidders may submit more than one bid provided that all such bids comply with the Invitation to Bid terms, conditions and specifications.

2.6 DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following reasons:

- i) Nonconformance of supplies, services, materials, equipment or labor to the specifications in the Invitation to Bid.
- ii) Disclosure of any information that may give an advantage to a particular Bidder.
- iii) Failure to use the Bid Submittal Form furnished by the City as an attachment to this Invitation to Bid.
- iv) Unauthorized alteration of the Bid Submittal Form
- v) Lack of signature by an authorized representative on the Bid Submittal Form.
- vi) Failure to properly complete the Bid Submittal Form.
- vii) Evidence of collusion among Bidders.
- viii) Failure to acknowledge addenda.

The City reserves the right to waive any minor informality or irregularity.

2.7 REJECTION OF BID

The City reserves the right to reject any and all bids received.

2.8 LOCAL CONDITIONS

Execution of the Bid Submittal Form by the Bidder shall represent that the Bidder is familiar with all local conditions and correlated this knowledge with the requirements of this Invitation to Bid.

2.9 PAYMENT TERMS

Payment terms as listed on the Bid Submittal Form shall be defined as the percentage of discount offered by the Bidder to the City if payment is made within a specified time frame.

Examples:

Payment Terms: **2%, Net 30**

Two (2%) percent will be deducted from the purchase price if the invoice is paid within thirty (30) calendar days of receipt of correct invoice or delivery of an acceptable product, whichever is later.

Payment Terms: **0%, Net 30**

No payment discount is offered and payment is due within thirty (30) calendar days of receipt of correct invoice or delivery of acceptable product, whichever is later.

For any discount offered, time will be computed from the date of delivery or from the date the correct invoice is received by the City, whichever is later. Payment is deemed to be made on the date of mailing of the City's check.

Payment terms will be considered in the evaluation to determine lowest responsive and responsible Bidder. However, payment terms with a percentage discount for less than ten (10) days will not be considered in the evaluation.

2.10 BID FORMAT

Bidders shall:

- a) Submit the entire bid on the Bid Submittal Form(s) provided or copies thereof. All figures must be written in ink or typewritten. Figures written in pencil or containing erasures are not acceptable and will be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto. The person signing the Bid Submittal Form must initial any corrections in ink. If there are discrepancies between unit prices and the extended calculation, the unit price will prevail.
- b) Include advertising materials, brochures or any other material which the bidder believes supports the "brand name or equal" requirement to meet all specifications.
- c) Submit one (1) original copy of the bid. The original must be unbound, have no holes punched in the pages, and be suitable for processing through a copying machine without causing a paper jam.

2.11 BID CONTENT

Bidder Statement and Business Information.

Execute **Bid Submittal Form**" which consists of the following:

- a) An individual authorized to bind the Bidder must sign and date the statement. The date should follow the signature.
- b) Name and phone number of the representative authorized to bind the Bidder and answer questions, if required, regarding the bid.
- c) Copies of all Bidders' held national, state and local licenses, registrations and certifications applicable to the performance of the potential contract. However, a business license is not required to provide a bid to the City. Prior to award, the successful bidder must have a City of Las Vegas Business License, as determined by the Business Services Division. Information concerning City Business License requirements and fees may be obtained by calling the Business Services Division at (702) 229-6281 or visiting the City of Las Vegas website at www.lasvegasnevada.gov/bus-license.
- d) Acknowledgement of any ITB addenda.

2.12 AWARD CRITERIA

- a) The City is under no obligation to award a contract(s) for these goods and/or services. The basis for any potential award will be a review and evaluation of the submitted bids, and award would be made to the responsive and responsible Bidder(s) whose bid(s) is most advantageous to the City; price, quality, and other factors considered. The City may award a contract, to one or more Bidders. Award of any contract(s) will only be made upon approval of the City Council or its designee. The City reserves the right to reject any and all Bids received.
- b) The principal criteria for award will be the following:
 - i) Experience, resources and qualifications of the Company
 - ii) Past performance
 - iii) Schedule; and
 - iv) Pricing

- c) The City reserves the right to consider any other factors when evaluating Bids, when such consideration serves the goals and interests of the City.
- d) Award notification to all Bidders will be by E-mail. A purchase order will be issued to the successful bidder by the Purchasing & Contracts Division. The purchase order and any purchase order releases, together with the Invitation to Bid including all addenda and signed Bid Submittal Form, will serve as the Contract.

2.13 INQUIRIES

- a) All questions regarding this Invitation to Bid must be directed to **Anthony Green**, Senior Buyer, (702) 229-4716, or FAX (702) 464-2583 or e-mail tgreen@lasvegasnevada.gov. Bidders shall initiate all contact with the City through this designated Purchasing & Contracts Representative during the period beginning with the issuance of the ITB and ending with the award of any Contract or the completion of this ITB, if no Contract is awarded. This will ensure that all issues are appropriately coordinated and that all Prospective Bidders are afforded equal treatment. Communication between the Prospective Bidders and anyone other than the City contact regarding the selection of a Bidder is prohibited.
- b) Bidders should thoroughly review the ITB and submit written questions by facsimile or e-mail to the designated Purchasing & Contracts Representative no later than close of business on the day designated on the invitation page. The City will distribute responses to questions by ITB Addendum to all Prospective Bidders who have requested an ITB from the City.

2.14 PROTESTS – SEALED BIDDING

- a) Any person who submits a bid in response to this advertised Invitation to Bid may, after bids are opened, file a notice of protest (hereinafter, "Protest") with the City regarding the awarding of the resulting contract; provided, the person (hereinafter, "Protester") complies, as a condition precedent to consideration of such Protest, with the procedures set forth herein.
- b) The Protest must be submitted in writing to the Purchasing and Contracts Manager at the address set forth in General Clauses No. 4.1, "Legal Notices", within five (5) business days after the Protester knows or should have known of the proposed award of the contract resulting from the Invitation to Bid.
- c) The Protest must include a written statement setting forth with specificity the reasons the person filing the Protest believes the applicable provisions of law were violated. The Protest shall contain, at a minimum, the following information:
 - i) Bid identification number and title,
 - ii) The name and address of the Protester and the title or position of the person submitting the Protest,
 - iii) A statement describing in detail all of the issues being protested, the underlying specific provision(s) of law alleged to be violated, and the reasons the award of the contract should not be made as proposed by the City,
 - iv) A statement describing in detail how the issues being protested adversely affect the Protester's bid submitted to the City,
 - v) A statement describing the relief sought by the Protester, and
 - vi) Such other information as the Protester deems to be material.
- d) The Protester shall provide such additional information requested by the City, which the City deems pertinent to the consideration of the Protest. The Protest shall identify all of the issues and arguments which support the Protester's claim that award of the contract should not be made as proposed by the City, and any and all subsequent appeals of the decision rendered upon the protest shall be limited solely to the issues and arguments set forth therein, and shall not include any new or additional issues or arguments.
- e) At the time the Protest is filed, the Protester must post with the City a security in the form of a cashier's check, bond, certified check or money order (the "Protest Security") made payable to the City. The amount of the Protest Security shall be the lesser of (i) twenty-five-percent (25%) of the Protester's bid, or (ii) two-hundred-fifty-thousand-dollars (\$250,000). The Purchasing and Contracts Manager will hold the Protest Security until a final determination is made on the protest.

- f) Upon receipt of the Protest and the Protest Security, which meet all the requirements set forth herein, the Purchasing and Contracts Manager will review the Protest and, if the Protest is not resolved by mutual agreement, will render a written determination within ten (10) calendar days thereof, unless the nature and complexity of the Protest requires additional time. In lieu of deciding the Protest, the Purchasing and Contracts Manager may: (i) forward the Protest directly to the City Council for their determination, or (ii) forward the Protest directly to the Finance and Business Services Director.
- g) The decision of the Purchasing and Contracts Manager may be appealed; provided, the Protester delivers written notice thereof to the Purchasing and Contracts Manager within three (3) business days of receipt by the Protester of the Purchasing and Contracts Manager's written determination. Upon receipt of the written notice of appeal, the Purchasing and Contracts Manager will forward the appeal to the Finance and Business Services Director or, in the case of time sensitive projects, directly to the City Council, whichever is determined to be in the best interests of the City.
- h) Upon receipt of the appeal, the Director will review the Protest and issue a written determination within ten (10) calendar days thereof, unless the nature and complexity of the Protest requires additional time. If the Protester is not satisfied with the Director's decision, an appeal may be made to the City Council; provided, a written request is received by the Purchasing and Contracts Manager within three (3) business days of receipt by the Protester of the Director's written determination.
- i) If an appeal is made to the City Council, the matter will be placed on the agenda of the City Council as soon as possible taking into account the administrative deadlines in effect within the City. The City Council will not consider any appeal unless it complies with the procedures set forth herein.
- j) If the Protest is upheld, or the City decides to reject all bids in connection with the Invitation to Bid, the full amount of the Protest Security will be returned to the Protester. If the City renders an unfavorable final decision (at any level) on the Protest, the City will return the Protest Security to the Protester within thirty (30) calendar days of the decision after deducting there from the expenses incurred by the City in processing the appeal.
- k) If the Protester seeks judicial relief from the decision of the City Council, the City will retain the Protest Security until a determination is made by the court. If the court upholds the decision of the City Council, the City may retain an amount equal to the expenses incurred by the City in processing the appeal including, but not limited to, court costs, costs of attorney's fees (including those in retaining private counsel to defend the decision of the City Council), costs of staff time expended in processing the appeal, costs to retain any needed consultants or experts or any other costs incurred by the City resulting from the appeal. If the Protestor prevails in court, the full amount of the Protest Security will be returned to the Protester.
- l) Neither the City nor its officers, employees, or authorized representative is liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a person who submits a bid, whether or not the person files a Protest.

No award will be made of the Contract while a protest or appeal is pending before the City. A person who submits an unsuccessful bid may not seek any type of judicial intervention until the City Council has made a determination on the protest and awarded the Contract.

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3.0 – SPECIAL CONDITIONS

3.1 DESIGNATED CITY CONTACTS

- a) Prior to award of a Contract. The sole point of contact for matters associated with this Bid solicitation is the Purchasing & Contracts Representative designated on the first page of the Invitation to Bid.
- b) Technical Representative. At the time of award, the City may designate a technical representative through a statement on a purchase order issued against the Contract, or by letter. The technical representative will be the contact point for matters involving general performance of the Contract; specifically, in the areas of coordinating delivery, compliance with specifications, inspection/acceptance, and other technical matters. The technical representative is not authorized to waive or change any terms of the Contract.
- c) Contractual Issues. The Successful Bidder shall direct any correspondence or inquiries that involve modifications to the contract, price revisions, assignment, or on-going performance problems to the buyer designated on the first page of the Invitation to Bid, or the successor Purchasing & Contracts Representative.
- d) Contact change. The City will endeavor to inform the Successful Bidder in writing of any change in the designated contacts. Should a question arise regarding any contact change, the Successful Bidder shall call the Purchasing and Contracts Division at (702) 229-6231 for the currently assigned Purchasing & Contracts Representative.
- e) Legal Notice. The requirements for formal legal notice set forth in 5-1, when applicable, take precedence over the contact requirements of this clause.

3.2 AWARD OF BID

Award will be made to the lowest responsive and responsible Bidder(s) for the TOTAL BID AMOUNT, inclusive of any discounted "payment terms" offered by the Bidder. Bidders must bid all line items to be considered responsive. The determination of the lowest responsive and responsible Bidder may be on the basis of: price, conformance to specifications, qualifications, past performance, performance period or delivery date, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the Contract; the best interest of the public and such other criteria as further described in this bid document. In determining the responsibility of any Bidder, the City shall consider the possession of and limit on any required license; and may consider the financial responsibility, experience, adequacy of the equipment, past performance, performance period or delivery date and ability of the Bidder to perform the contract.

The City reserves the right to correctly compute all bids and make corrections for mathematical errors. The City reserves the right to reject any bid that omits unit pricing for any bid item on the Bid Submittal Form.

Award notification will be by purchase order issued by the Purchasing & Contracts Division. The purchase order and any purchase order releases, together with the Invitation to Bid including all Addenda and signed Bid Submittal Form, will serve as the Contract.

3.3 INVOICES

Invoice(s) shall be submitted to:

Department of Finance and Business Services
City of Las Vegas
Attention: Accounts Payable
400 Stewart Avenue
Las Vegas, NV 89101

3.4 ANNUAL REQUIREMENTS CONTRACT - ORDERING, BILLING AND PAYMENT

- a) The following definitions will apply to any Contract awarded as a result of this Bid:
 - i) "*Blanket Purchase Order*" means a document which contemplates the ordering of goods or services in the future, but which sets forth at the time of its issuance a maximum monetary limit on the amount of goods or services that may be ordered by the City from the Successful Bidder. Issuance of a Blanket Purchase Order does not obligate the City to the purchase of any goods or services. A Blanket Purchase Order will be identified as such on the face of the Purchase Order, and will reference the Bid number.

- ii) *“Purchase Order Release”* (or *“Release”*) means a single order issued by the City against a Blanket Purchase Order, which orders a specific quantity of goods or services, and commits the City to pay for those goods or services upon delivery and acceptance. A Release is identified by the original Blanket Purchase Order number, followed by a hyphen (“-“) and a sequential number.
- b) The City will issue a Blanket Purchase Order subsequent to award of a Contract, and will issue Purchase Order Releases as actual requirements arise.
- c) The Successful Bidder shall submit a detailed invoice to the City, after shipment of goods or performance of services. All invoices should (i) identify charges against specific Blanket Purchase Order item numbers, (ii) state the date and number of the invoice, (iii) reference the assigned Blanket Purchase Order and Purchase Order Release number, and (iv) provide any other information (e.g., item description, quantity) necessary to ascertain the goods or services for which payment is requested. **Invoices received without a valid purchase order will be returned unpaid.** Upon acceptance of the goods or services by the City and reconciliation of all errors, corrections, and credits, payment will be made within thirty (30) calendar days. Invoices for partial shipments must only include items actually sent in the partial shipments.

3.5 CONTRACT TERM

The initial contract shall be from date of award through and including **August 31, 2010**. The prices reflected on the Bid Submittal Form shall remain firm through **August 31, 2010**.

3.6 CONTRACT RENEWAL

The City reserves the option to renew this contract for four (4) one-year renewal periods.

3.7 CONTRACT EXTENSION

The City reserves the right to exercise an option to temporarily extend this contract up to one hundred eighty (180) calendar days from the expiration date, for any reason.

3.8 CONSUMPTION ESTIMATES

The quantities appearing in the Bid Submittal Form are approximates only and are prepared for the solicitation of bids. Payment to the Successful Bidder will be made only for the actual quantities of items furnished in accordance with the Bid. It is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating the bid prices.

3.9 HOLIDAYS/WEEKENDS

Bidders are excused from performance on weekends and the following legal holidays:

- Martin Luther King’s Birthday
- President’s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Nevada Admission Day
- Veterans Day
- Thanksgiving Day and Friday After
- Christmas Day
- New Year’s Day

3.10 ECONOMIC PRICE ADJUSTMENT

There may be a change in the Successful Bidder’s price due to fluctuations in the cost of doing business. In the event of a decrease, the City shall receive the benefit of this change. In the event of an increase, the Successful Bidder must provide the Purchasing & Contracts Representative (see Special Condition No. 4.1.C.) with a written request and suitable justification at least thirty (30) calendar days before the price increase would become effective. The City shall determine if the price increase is justified. Only recognized economic indices will be used to consider any increase in contract pricing. Only one escalation request will be considered from the Successful Bidder on an annual basis at the time of renewal.

3.11 DELIVERY REQUIREMENTS

- a) F.O.B. Destination. All prices shall be F.O.B., Destination. The delivery point shall be the City of Las Vegas, specified delivery address as listed on each purchase order.
- b) Failure to Deliver. In the event that the Successful Bidder fails to deliver the product(s) in accordance with the terms and conditions of the contract, the City shall have the option to either terminate the contract or procure the product(s) from another supplier. If the product(s) is procured from another supplier, the Successful Bidder shall pay the City any difference between the contract price(s) and the price(s) paid to the other supplier plus any and all administrative costs incurred associated with the re-procurement.
- c) Delivery – Force Majeure. The Successful Bidder shall be excused from performance hereunder during the time and to the extent that the Successful Bidder is prevented from obtaining, delivering, or performing in the customary manner, by acts of God, fire, war, or the loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. The Successful Bidder shall provide the City evidence that nonperformance is due to other than fault or negligence on the Successful Bidder's part.
- d) Delivery Coordination. The City shall be given twenty-four (24) hours notice prior to delivery. All deliveries are to be coordinated with **Horace (Kirk) Mullinax/702-229-6245**. The City reserves the right to refuse delivery if advance notice is not given. The Successful Bidder shall be responsible for unloading material at the designated delivery address: as listed on each purchase order.

The Successful Bidder shall be responsible for unloading material at the designated delivery address as listed on each purchase order.

- e) Maximum Delivery Time. The maximum delivery time is thirty (30) calendar days after receipt of order. Failure to meet the delivery time specified shall constitute a breach of contract.

In the space provided on the Bid Submittal Form, Bidder must indicate the standard lead-time, but it may not exceed the maximum delivery time specified above.

- f) Partial Shipments. will be permitted

3.12 STORE OR WAREHOUSE PICK-UP

Authorized City employees may obtain goods directly from the Successful Bidder's facility. Prior to releasing goods to an individual, the Successful Bidder will be required to confirm that the individual is a City of Las Vegas employee through presentation of an employee badge. The employee's full name is to be recorded at the time of the transaction, and the employee's full name and the date of the transaction must be identified on any subsequent invoice. Failure to provide the employee's full name and the date of the transaction will result in rejection of an invoice.

3.13 TELEPHONE ORDERS

The ordering of goods and services by telephone is not permitted. The Successful Bidder shall not accept telephone orders, unless explicitly authorized in writing by the Manager of Purchasing and Contracts.

The Successful Bidder shall package all goods in a manner that ensures goods are protected against damage, deterioration, and contamination. All goods must be delivered in new shipping containers suitable for storage or shipment.

3.14 PACKING AND SHIPPING

All shipments are to meet applicable Department of Transportation (D.O.T.) Regulations. Serial numbers (if any) noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Successful Bidder's error will be returned solely at the Successful Bidder's cost.

Each carton of every shipment shall include one (1) complete packing list that identifies (i) the purchase order number, (ii) Purchase Order Release number, if applicable, (iii) item number, (iv) item description, and (v) quantity. **The packing list is to be enclosed in a removable plastic pouch labeled "Packing List Enclosed" and affixed in a readily visible location on the outside of each carton.**

3.15 STANDARD PACKAGING

The Successful Bidder shall deliver the product in the standard packaging as specified on the Bid Submittal Form. The Successful Bidder shall provide the City thirty (30) calendar day written notice of any packaging changes, prior to delivery of the product.

3.16 FISCAL FUNDING OUT

The City reasonably believes that funds can be obtained to make all payments during the term of this Contract. If the City does not allocate funds to continue the purchase of the product(s), this contract shall be terminated when appropriated funds are depleted.

3.17 NO SUBSTITUTE

"No Substitute" means there is only one acceptable product to perform the function required by the using department.

3.18 BRAND NAME OR EQUAL

Whenever, in this Invitation to Bid, any particular material or equipment is indicated or specified by patent, propriety or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material or equipment desired and will be deemed to be followed by the words, "or equal". Proof satisfactory to City must be provided by a Bidder to show that the offered product is, in fact, equal to the specified product in terms of design and performance.

The City will evaluate "equal" products on the basis of information furnished by the Bidder or identified in the Bid and reasonably available to the City, at the time of Bid opening. The City is not responsible for locating, obtaining, or considering any information not provided with the Bid. Approval of an "equal" product is solely at the discretion of the City. Failure of a Bidder to submit adequate information, or failure to obtain the City's approval for the "equal" product in a reasonable time (as determined by the City), will result in rejection of the Bid.

Bidders desiring to offer an "equal" product must submit with their bid complete manufacturer's brochures of actual items being bid, including pictures, dimensioned drawings, physical characteristics, performance characteristics, and/or any other information necessary to evaluate the offered product. No approvals will be issued prior to bid opening. Proposed "equal" products may be subject to performance testing.

If a brand name product is identified by manufacturer's name and part number in an item description on the Bid Submittal Form, and there is space for an entry designated "**Or Equal**" under the item description, a specific meaning is intended. If an "equal" product is being offered, the Bidder must insert the manufacturer's name and part number in the entry space provided. Omitting an entry under "**Or Equal**" shall be construed to indicate the Bid is for the brand name product specified.

3.19 MATERIAL SAFETY DATA SHEETS

The Successful Bidder shall provide the City with current Material Safety Data Sheets for all hazardous materials and/or products procured under this Contract within five (5) days of award.

3.20 DISCONTINUED ITEMS

If the City has specified an item that has been discontinued or significantly upgraded at the time the ITB was issued, the Bidder has a duty to notify the City. The City will make a determination to either: (a) continue with the ITB as published, (b) Modify the ITB and notify all prospective bidders or (c) cancel the ITB.

If, after award, the manufacturer either discontinues, upgrades, and/or other product changes occur, the Successful Bidder shall notify the City's designated representative of the change within fifteen (15) calendar days of the notification from the manufacturer. Upon receipt of the notification, the City has the option of either accepting the replacement or canceling the replaced product from the Contract. Should the Successful Bidder ship the replacement product without the City's prior written approval, the product may not be accepted.

3.21 WARRANTIES

a) Warranty Exclusions Prohibited

The City will NOT accept any warranty clause from the manufacturer or Successful Bidder, which states:

- i) That the warranty of merchantability and/or the warranty of fitness for a particular purpose is excluded from the offer to the City
- ii) That the manufacturer's and/or the Successful Bidder's warranty clause is in lieu of all other warranties that are either expressed or implied.

In addition to the above restrictions, the warranty requirements of the Invitation to Bid shall exist in a direct extension from the manufacturer to the City as well as from the Successful Bidder to the City if the items are sold by a distributor or agent.

b) Warranty

The Successful Bidder shall warrant all workmanship, materials, and equipment furnished for a period of **one (1) year** after the final acceptance of the equipment and/or materials. If during the warranty period, any defect or faulty materials are found, the Successful Bidder shall immediately, upon notification by the City, proceed at its own expense (including freight) to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result to this defective equipment or workmanship. In the event a warranty in excess of the City's requirements is available from the manufacturer, it shall be offered to the City at no additional expense.

3.22 INSPECTIONS

a) Inspection Upon Delivery

The Traffic Sign Blanks will be inspected at time of delivery, by an authorized representative of the City, for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of this specification. In the event deficiencies are detected, the Traffic Sign Blanks will be rejected to enable the successful bidder to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until the corrective action is made, the Traffic Sign Blanks re-inspected and accepted.

It shall be the responsibility of the Successful Bidder to arrange for the return and to pay all costs for return due to commodities returned pursuant to this clause.

3.23 USE BY OTHER GOVERNMENT ENTITIES

The State of Nevada and/or any political subdivisions within the State of Nevada may be granted the privilege of joining the awarded Contract at the option of the Successful Bidder only. In the event the Successful Bidder allows another governmental entity to join the City Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

3.24 VENDOR STOCK

The Successful Bidder agrees to maintain access to sufficient stock of any item awarded in this bid. Maximum delivery time(s) for such stock shall not exceed that specified in this bid.

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substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

4.4 TERMINATION FOR DEFAULT

- a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:
 - i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
 - ii) Make progress, so as to endanger performance of this Contract; or
 - iii) Perform any of the other provisions of this Contract.
- b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after the notice, specifying the failure is provided pursuant to Paragraph 5-1 (Legal Notice) of this Contract.
- c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue all work not terminated.
- d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph 6-3 (Termination for Convenience).
- e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.
- f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

4.5 INSURANCE

- a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
 - i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance to the City on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. If the Company is a sole proprietor, paragraph 4-5 (a) (i), above, does not apply. The company will execute the affidavit at Attachment 1 in lieu of providing said insurance.
 - ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability

(including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

- iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.
- b) The Company shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect within three days after the Award Date of this Contract, or before work commences, whichever is earliest. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".
- c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City.
- e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph 4-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- f) Any subcontractor or sub-consultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- g) The Company is encouraged to purchase any additional insurance as it deems necessary.
- h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.
- i) The policies required in 4-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

4.6 INDEMNIFICATION

- a) In addition to the insurance requirements set forth in Paragraph 4-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

- b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- c) It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

4.7 ASSIGNMENT

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

4.8 WAIVER

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

4.9 TAXES/COMPLIANCE WITH LAWS

- a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.
- c) During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

4.10 AUDIT OF RECORDS

- a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the

Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

- c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

4.11 INDEPENDENT CONTRACTOR

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

4.12 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

4.13 PARAGRAPH HEADINGS

This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

4.14 CONFLICT OF INTEREST (City Officials)

An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

4.15 PUBLIC RECORDS

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

4.16 MARKETING RESTRICTIONS

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

4.17 PATENT INDEMNITY

The Successful Bidder hereby indemnifies and shall defend and hold harmless City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by the Successful Bidder, or out of the processes or actions employed by, or on behalf of the Successful Bidder in connection with the performance of the contract. The Successful Bidder shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by City or its representative; provided that City or its representatives shall have notified the Successful Bidder upon becoming aware of such claims or actions, and provided further that the Successful Bidder aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by City or its representatives.

4.18 MINORITY, WOMEN, OR DISABLED VETERAN BUSINESS ENTERPRISES

Minority, Woman-owned and Disabled Veteran Business Enterprises will be afforded full opportunity to submit in response to this Invitation to Bid and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award. Any questions regarding the City's program should be directed to (702) 229-6231.

4.19 OFFICIAL, AGENT AND EMPLOYEES OF THE CITY NOT PERSONALLY LIABLE

It is agreed by and between the parties of this Invitation to Bid, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Invitation to Bid and/or the finalized Contract.

4.20 EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the Successful Bidder agrees that it will not employ unauthorized aliens in the performance of this Contract.

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BID SUBMITTAL FORM
BID NUMBER: 090260-TG

The Bidder, in compliance with the Invitation To Bid for furnishing: **Traffic Sign Blanks**, having examined the Invitation To Bid, and being familiar with all of the terms, conditions, and specifications, hereby offers to perform in accordance with the Invitation To Bid and this Bid Submittal Form.

The Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following addenda:

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

The undersigned hereby designates the following address as the office to which notice should be delivered or mailed.

Name of Bidder: _____

Address: _____

City _____ **Nevada** _____ **Zip Code** _____

Signature: _____ **Date:** _____

Name Typed or Printed: _____

Phone: _____ **Fax No.:** _____

E-mail Address: _____

CLV Business License Number: _____

FOR INFORMATIONAL PURPOSES ONLY

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

No Yes If "Yes" Specify MBE WBE DVBE

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

No Yes If "Yes" Specify Certifying Agency _____

Attach a copy of your certification

BID SUBMITTAL FORM

Item No.	Description	Qty.	Unit of Measure	Unit Cost	Extended Cost
1.	Blanks, Traffic Sign, Aluminum .080 Gauge "Stop" 30' x 30" Manufacturer _____ Part Number _____	300	Each	\$ _____	\$ _____
2.	Blanks, Traffic Sign, Aluminum .080 Gauge "Stop" 36" x 36" Manufacturer _____ Part Number _____	500	Each	\$ _____	\$ _____
3.	Blanks, Traffic Sign Aluminum .080 Gauge "Stop" 48" x 48" Manufacturer _____ Part Number _____	100	Each	\$ _____	\$ _____
4.	Blanks, Traffic Sign, Aluminum .080 Gauge "Yield" 36" x 36" x 36" Manufacturer _____ Part Number _____	200	Each	\$ _____	\$ _____
5.	Blanks Traffic Sign Aluminum 080 Gauge 24" x 24" Manufacturer _____ Part Number _____	200	Each	\$ _____	\$ _____
6.	Blanks, Traffic Sign Aluminum .080 Gauge 30" x 30" Manufacturer _____ Part Number _____	200	Each	\$ _____	\$ _____
7.	Blanks, Traffic Sign Aluminum .080 Gauge 24" x 18" Manufacturer _____ Part Number _____	400	Each	\$ _____	\$ _____
8.	Blanks, Traffic Sign Aluminum .080 Gauge 12" x 18" Manufacturer _____ Part Number _____	200	Each	\$ _____	\$ _____

Item No.	Description	Qty.	Unit of Measure	Unit Cost	Extended Cost
9.	Blanks, Traffic Sign Aluminum .080 Gauge 48" x 60" Manufacturer _____ Part Number _____	25	Each	\$ _____	\$ _____
10.	Blanks Traffic Sign Aluminum .080 Gauge 30" x 36" Manufacturer _____ Part Number _____	150	Each	\$ _____	\$ _____
11.	Blanks, Traffic Sign Aluminum .080 Gauge 18" x 18" Manufacturer _____ Part Number _____	100	Each	\$ _____	\$ _____
12.	Blanks, Traffic Sign Aluminum .080 Gauge 18" x 6" Manufacturer _____ Part Number _____	200	Each	\$ _____	\$ _____
13.	Blanks, Traffic Sign Aluminum .080 Gauge 12" x 6" Manufacturer _____ Part Number _____	100	Each	\$ _____	\$ _____
14.	Blanks, Traffic Sign Aluminum .080 Gauge 12" x 30" Manufacturer _____ Part Number _____	300	Each	\$ _____	\$ _____
15.	Blanks, Traffic Sign Aluminum .080 Gauge 12" x 36" Manufacturer _____ Part Number _____	500	Each	\$ _____	\$ _____
16.	Blanks, Traffic Sign Aluminum .080 Gauge 12" x 42" Manufacturer _____ Part Number _____	500	Each	\$ _____	\$ _____

Item No.	Description	Qty.	Unit of Measure	Unit Cost	Extended Cost
17.	Blanks, Traffic Sign Aluminum .080 Gauge 12" x 48"	300	Each	\$ _____	\$ _____
	Manufacturer _____				
	Part Number _____				
18.	Blanks, Traffic Sign Aluminum .080 Gauge 9" x 30"	600	Each	\$ _____	\$ _____
	Manufacturer _____				
	Part Number _____				
19.	Blanks, Traffic Sign Aluminum .080 Gauge 9" x 36"	1000	Each	\$ _____	\$ _____
	Manufacturer _____				
	Part Number _____				
20.	Blanks, Traffic Sign Aluminum .080 Gauge 9" x 42"	1000	Each	\$ _____	\$ _____
	Manufacturer _____				
	Part Number _____				
21.	Blanks, Traffic Sign Aluminum .080 Gauge 9" x 48"	100	Each	\$ _____	\$ _____
	Manufacturer _____				
	Part Number _____				
22.	Blanks, Traffic Sign Aluminum .080 Gauge 36" x 36"	50	Each	\$ _____	\$ _____
	Manufacturer _____				
	Part Number _____				
23.	Blanks, Traffic Sign Aluminum .080 Gauge 48" x 48"	50	Each	\$ _____	\$ _____
	Manufacturer _____				
	Part Number _____				
24.	Blanks, Traffic Sign Aluminum .080 Gauge 30' x 48"	100	Each	\$ _____	\$ _____
	Manufacturer _____				
	Part Number _____				

Item No.	Description	Qty.	Unit of Measure	Unit Cost	Extended Cost
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25.	Blanks, Traffic Sign Aluminum .080 Gauge Miscellaneous by Square Foot	50,000	SF	\$ _____	\$ _____
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TOTAL BID AMOUNT \$ _____

PAYMENT TERMS: _____ Percent _____ Days.

DELIVERY TIME: _____

NOTE: EXCEPTIONS TO BID

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

ATTACHMENT 1 - AFFIDAVIT – DECLARATION OF SOLE PROPRIETOR

AFFIDAVIT

I, _____, on behalf of my company, _____, being duly

sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as Bid No. _____, entitled _____;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release the City of Las Vegas from all liability associated with claims made against me and my company, in the performance of this contract, that related to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, 20_____.

Signature_____

State of Nevada)
)ss.
County of Clark)

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

Notary Signature

STAMP AND SEAL