

Recorder's Office Cover Sheet

Recording Requested By:

Name: HEATHER MACDONNEU

Department: PUBLIC WORKS



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

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NO. 2020.119

07/22/2020

2020PW0603

DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY  DEPUTY

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

QUAL-ECON U.S.A. INC.

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and ***QUAL-ECON U.S.A. Inc.***, a Nevada Corporation registered with the Nevada Secretary of State (C16622-1933) ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the later of either August 3, 2020 or the date it is approved and signed by representatives of both Parties ("Effective Date"). Unless earlier terminated, the terms of this Contract shall remain in effect for the duration of the Initial Term, which will expire two years after the Effective Date. The first 90 days of the initial term shall be a "Service Test Period," as described in Section 3.16 of the Bid Solicitation. The Contract may be terminated or renewed as set forth in the Bid Solicitation, which is attached hereto and incorporated herein as Exhibit A.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County and that:

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

3. INDUSTRIAL INSURANCE. Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

QUAL-ECON U.S.A. Inc. has entered into a contract with Douglas County to perform services related to janitorial services for County facilities, and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.

The certificate and notice should be mailed to:

*Douglas County
Public Works Department
ATTN: Fleet and Facilities Manager
Post Office Box 218
Minden, Nevada 89423*

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County

may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

4. SERVICES TO BE PERFORMED. The Parties agree that the Contractor will perform services related to Janitorial Services - Countywide. The Services are more particularly described and shall be completed in accordance with the requirements set forth in Exhibits A and B hereto.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 for a total not to exceed Two Hundred and Thirty-Two Thousand, Six Hundred and Eighty Dollars (\$232,680) per year (the "Contract Price"). The cost for services are further set forth in Exhibit B, hereto. If the County elects to utilize Contractor for the "Optional Additional Services" identified in Exhibits A and B, then those services shall be billed at the rates set forth in Exhibit B. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 4.

6. WARRANTY. Contractor agrees and hereby provides, warrants and represents each of the following with respect to any services provided under this Contract: the services, installations, or work performed under this Contract shall be free of defects in material and workmanship.

7. TERMINATION OF CONTRACT. The Contract may be terminated as set forth in Exhibit A. Alternatively, either Party may terminate the Contract for cause if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination. At any time after the Service Test Period, the County may terminate the Contract without cause upon 60 days written notice to Contractor.

8. NONAPPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's

discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

9. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, and Exhibits A and B. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A, then B.

10. DISPUTE RESOLUTION. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

11. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

12. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

13. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to the Contract will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

14. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to

Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

15. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

16. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

17. MODIFICATION OF CONTRACT. The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

18. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

19. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

20. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

21. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

22. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to unforeseeable protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

23. COUNTERPARTS. This agreement may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. WAIVER. The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

25. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County Public Works
Attn: Fleet and Facilities Manager
Post Office Box 218
Minden, Nevada 89423

To Contractor: QUAL-ECON U.S.A. Inc.
1015 Telegraph Street, Ste C
Reno, NV 89502

26. CONFLICT OF INTEREST & BOYCOTT OF ISRAEL. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County. Consistent with NRS 332.065, Contractor further agrees and, by signing this contract certifies, that it is not engaged in a boycott of Israel and that it will not engage in such a boycott for the duration of this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

QUAL-ECON U.S.A. Inc.

By: *Viridiana Dominguez* 7-8-2020
Name: *Viridiana Dominguez* (Date)
Title: *President*

Douglas County

By: *Philip Ritger* 07-14-2020
Philip Ritger, Public Works Director (Date)
As Authorized by the Douglas County Board of
Commissioners in a public meeting on July 2,
2020.

Exhibit A

[Service Locations – 7 attached pages]



AIRPORT ADMINISTRATION

1146 Airport Road, Minden, Nevada 89423

Total square feet:	2,400
Total number of days to be cleaned:	3
Basement storage area:	0
Conference room:	1
Elevator:	0
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	5
Restrooms:	3
Showers:	0
Stairs:	No
Hours open to public:	8:00 a.m. – 5:00 p.m. Monday – Friday

ANIMAL CONTROL BUILDING

921 Dump Road, Gardnerville, Nevada 89510

Total square feet:	3,250
Total number of days to be cleaned:	2
Conference room:	1
Elevator:	0
Locker rooms:	1
Lunchroom/kitchen:	1
Offices:	3
Restrooms:	2
Showers:	1
Stairs:	No
Hours open to public:	8:00 a.m. – 6:00 p.m. Monday – Friday 7:00 a.m. – 5:00 p.m. Saturday - Sunday

COUNTY ADMINISTRATION BUILDING1616 8th Street, Minden, Nevada 89423

Total square feet:	15,539
Total number of days to be cleaned:	5
Conference room:	1
Elevator:	1
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	21
Restrooms:	4
Showers:	0
Stairs:	Yes

Weight/Exercise rooms:	0
Commission Chambers	1
Carpeted flooring area:	14,152 square feet
Non-carpeted flooring area:	1,387 square feet
Hours open to public:	8:00 a.m. – 5:00 p.m. Monday – Friday (Note: Conditions may vary throughout the year due to late night meetings.)

911/COMMUNICATIONS BUILDING

1615 8th Street, Minden, Nevada 89423

Total square feet:	5,800
Total number of days to be cleaned:	5
Conference room:	1
Elevator:	0
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	8
Restrooms:	2
Showers:	0
Stairs:	No
Carpeted flooring area:	4,594 square feet
Non-carpeted flooring area:	246 square feet
Hours open to public:	8:00 a.m. – 5:00 p.m. Monday – Friday (24 hours for emergencies)

DISTRICT ATTORNEY SATELLITE OFFICE

Total square feet:	1000
Total number of days to be cleaned:	5
Conference room:	0
Elevator:	0
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	4
Restrooms:	1
Showers:	0
Stairs:	No
Hours open to public:	8:00 a.m. – 5:00 p.m. Monday – Friday

JUDICIAL AND LAW ENFORCEMENT CENTER

1038 Buckeye Road, Minden, Nevada 89423

Total square feet:	65,600
Total number of days to be cleaned:	5

Conference room:	10-12
Elevator:	1
Locker rooms:	4
Lunchroom/kitchen:	8
Offices:	60
Restrooms:	23
Showers:	6
Stairs:	Yes
Weight/Exercise rooms:	Yes
Carpeted flooring area:	26,559 square feet
Non-carpeted flooring area:	1,173 square feet
Hours open to public:	6:00 a.m. – 6:00 p.m. Monday – Friday (24 hours for emergencies)

MINDEN INN

1594 Esmeralda Avenue, Minden, Nevada 89423

Total square feet:	22,070
Total number of days to be cleaned:	5
Basement storage area:	1
Conference room:	5
Elevator:	1
Locker rooms:	0
Lunchroom/kitchen:	2
Offices:	40
Restrooms:	8
Showers:	0
Stairs:	Yes
Hours open to public:	8:00 a.m. – 5:00 p.m. Monday – Friday (Hours may vary throughout the year due to meetings.)

MINDEN LIBRARY

1625 Library Lane, Minden, Nevada 89423

Total square feet:	14,587
Total number of days to be cleaned:	5
Basement storage area:	0
Conference/meeting rooms:	1
Elevator:	0
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	5
Restrooms:	5
Showers:	0
Stairs:	No

Hours open to public: 11:00 a.m. - 8:00 p.m. Monday
 9:00 a.m. - 5:00 p.m. Tuesday
 9:00 a.m. - 6:00 p.m. Wednesday-Thursday
 9:00 a.m. - 6:00 p.m. Friday-Saturday
 (Hours may vary according to staffing.)

NORTH VALLEY SHERIFF'S SUB-STATION

3587 North Sunridge Drive, Minden, Nevada 89423

Total square feet:	1,240
Total number of days to be cleaned:	2
Basement storage area:	0
Conference room:	1
Elevator:	0
Garage:	1
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	3
Restrooms:	2
Showers:	
Stairs:	
Weight/Exercise rooms:	0
Hours open to public:	9:00 a.m. - 5:00 p.m. Monday - Friday

PUBLIC GUARDIAN OFFICE

Total square feet:	800
Total number of days to be cleaned:	1
Basement storage area:	0
Conference room:	1
Elevator:	0
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	4
Restrooms:	1
Showers:	0
Stairs:	0
Weight/Exercise rooms:	0
Hours open to public:	N/A

PUBLIC WORKS

1120 Airport Road, Bldg. F-2, Minden, Nevada 89423

Total square feet:	3,900
Total number of days to be cleaned:	2
Basement storage area:	0

Conference room:	1
Elevator:	0
Locker rooms:	1
Lunchroom/kitchen:	1
Offices:	8
Restrooms:	4
Showers:	1 – IN THE LOCKER ROOMS?
Stairs:	Yes
Weight/Exercise rooms:	0
Hours open to public:	7:30 a.m. – 4:00 p.m. Monday – Friday

RECORDS STORAGE BUILDING

1120 Airport Road, Bldg. F, Minden, Nevada 89423

Total square feet:	3,241
Total number of days to be cleaned:	780 square feet cleaned 1 days per week 2,461 square feet to be cleaned monthly
Basement storage area:	0
Conference room:	0
Elevator:	0
Labs:	1
Locker rooms:	0
Lunchroom/kitchen:	0
Offices:	1
Restrooms:	1
Showers:	0
Stairs:	0
Vaults:	3
Weight/Exercise rooms:	0
Hours open to public:	N/A
	Hours to be coordinated and arranged.

TAHOE SERVICE CENTER BUILDING

375 Highway 50, Stateline, Nevada 89449

Total square feet:	12,128
Total number of days to be cleaned:	5
Conference room:	2
Elevator:	1
Locker rooms:	2
Lunchroom/kitchen:	1
Offices:	25
Restrooms:	10
Showers:	2
Stairs:	Yes
Weight/Exercise rooms:	0

Carpeted flooring area:	10,111 square feet
Non-carpeted flooring area:	2,017 square feet
Hours open to public:	8:00 a.m. – 5:00 p.m. Monday – Friday (24 hours for emergencies)

TAHOE PARKING FACILITY

175 Highway 50, Stateline, Nevada 89449

Total number of days to be cleaned: 2 (Monday and Thursday)

Total trash receptacles 6

VEHICLE MAINTENANCE BUILDING

1120 Airport Road, Bldg. K, Minden, Nevada 89423

Total square feet:	1,235 square feet
Total number of days to be cleaned:	2
Basement storage area:	0
Conference room:	1
Elevator:	0
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	4
Restrooms:	2
Showers:	2
Stairs:	Yes
Weight/Exercise rooms:	0
Carpeted flooring area:	0
Non-carpeted flooring area:	1,235 square feet
Hours open to public:	8:00 a.m. - 4:00 p.m. Monday - Friday

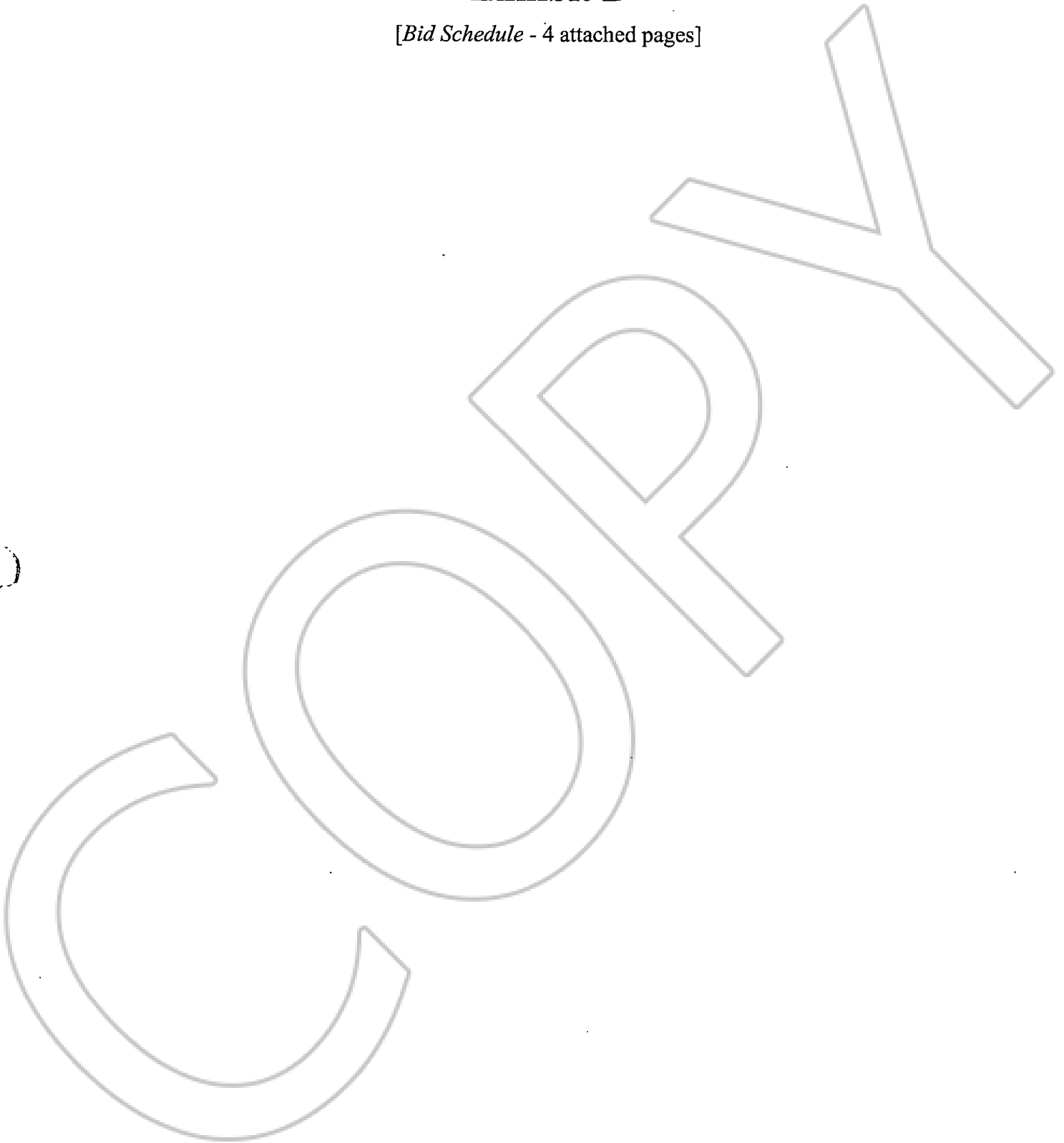
ZEPHYR COVE LIBRARY

233 Warrior Way, Zephyr Cove, Nevada 89448

Total square feet:	7,296
Total number of days to be cleaned:	3
Conference/meeting room:	1
Elevator:	0
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	2
Restrooms:	2
Showers:	0
Stairs:	0
Hours open to public:	11:00 a.m. – 6:00 p.m. Tuesday – Saturday Hours may vary according to staffing.

Exhibit B

[*Bid Schedule* - 4 attached pages]



Bid Schedule

Service Location	Monthly Charge
Airport Administration	303
Animal Control Building	384
County Administration	1738
911/Communications Building	686
District Attorney Satellite Office	356
Judicial and Law Enforcement Center	7,585
Minden Inn	2,560
Minden Library	1,675
North Valley Sheriff's Sub-Station	147
Public Guardian	461
Public Works	383
Records Storage Building	319
Tahoe Service Center Building	1,434
Tahoe Parking Facility	146
Vehicle Maintenance Building	350
Zephyr Cove Library	863
Total Monthly Charge:	\$ 19,390. -

Total Annual Charge: 232,680. -

Proposed Minimum Staffing for Regular Services:

Supervisors: 2-3

Janitorial Personnel (not including Supervisors): 9.5 PLUS FLOOR CREW

Optional Additional Services

Service	Unit	Price
Quarterly <ul style="list-style-type: none"> Shampoo all carpets in hallways, stairways, and entrance ways, lobbies, lounges, breakrooms and high-traffic areas 	Lump Sum	SQ YARD \$ <u>1.53</u> per Quarterly Cleaning
Twice Per Year <ul style="list-style-type: none"> Clean all exterior windows such that they are free from dirt, debris, spots and streaks 	Lump Sum	SQ FT. \$ <u>.12</u> per Semi- Annual Cleaning
Annually <ul style="list-style-type: none"> Wax and polish all hard-surface flooring 	Lump Sum	SQ YARD \$ <u>2.70</u> per Annual Cleaning

Consistent with the Advertisement for Bids, the determination of the apparent low Bid will be made on the Total Annual Charge.

This Bid is submitted to Douglas County, Nevada, C/O Douglas county Public Works for Janitorial Services, County wide.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Douglas County in the form included in the Bid Documents to perform all janitorial services as specified or indicated in the Bid Documents for the prices indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents. Bidder further acknowledges and agrees that the term of the contract will begin upon acceptance of the bid, and that services will commence by August 3, 2020, unless otherwise indicated in the final Contract.

By submitting this Bid, Bidder acknowledges, represents, warrants and agrees that it:

- Examined and carefully reviewed the Bid Documents along with any data referenced or identified in those documents, the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>01</u>	<u>6/1/2020</u>

- Has become familiar with and satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance under the Contract
- Certifies in writing, based on the information and observations referred to above, that at the time of submitting its Bid, no further examinations, investigations, or information are necessary for the determination that performance of the obligations under the contract at the price within the bid

- Certifies in writing that it has given written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bid Documents and confirm that the written resolution by the County thereof is acceptable to Bidder
- Certifies in writing that the submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of the Advertisement for Bids, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing all work required within the timelines required by the Bid Documents
- Acknowledges and accepts all of the terms and conditions of the Bid Documents, including the Advertisement for Bids and all Exhibits and Addenda.
- Has made a genuine Bid and not made in the interest or on behalf any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation; Bidder has not engaged in any deceptive, fraudulent, corrupt or collusive practice in the preparation or submission of this bid.
- That the prices and terms referenced in the proposal will remain valid and open to acceptance for a period of no less than 180 days after bid opening.

This Bid is submitted by:

An Individual

Name (typed or printed): TRINIDAD DOMINGUEZ

By: *Trinidad Dominguez*
(Individual's signature)

Doing business as: QUAL-ECON U.S.A. INC.

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: QUAL-ECON U.S.A., INC. (SEAL)

State of Incorporation: NEVADA

Type (General Business, Professional, Service, Limited Liability): GB

By: Trinidad Dominguez
(Signature -- attach evidence of authority to sign)

Name (typed or printed): TRINIDAD DOMINGUEZ

Title: PRESIDENT
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Nevada is 10/16/93

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

22 day of July, 2020
Page 30 of 30

By _____ Deputy