



# CLARK COUNTY, NEVADA

## REQUEST FOR PROPOSAL

### RFP NO. 603156-13 OPERATION & MANAGEMENT OF A COMMUNITY CENTER

The RFP package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 603156 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Proposal Conference will be held on **JANUARY 23, 2014 at 10:00 a.m.**, at the Dr. William U. Pearson Community Center Art Room, 1625 West Carey Ave., Las Vegas, NV. If your firm is unfamiliar with the County Request for Proposal (RFP) procedures and would like to obtain training on the submittal process for this RFP, please contact Jim Haining, Senior Purchasing Analyst, at (702) 455-4230 no later than **WEDNESDAY, JANUARY 22, 2014**, and a training session will be provided immediately following the pre-proposal conference referenced above.

Proposals will be accepted at the Clark County Government Center address specified above, on or before **FEBRUARY 3, 2014 at 3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

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Las Vegas Review Journal  
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**GENERAL CONDITIONS**  
RFP NO. 603156-13  
OPERATION & MANAGEMENT OF A COMMUNITY CENTER

1. TERMS

The term "OWNER," as used throughout this document will mean the County of Clark, Las Vegas, Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners which is the Governing Body of Clark County. The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer or his designee responsible for the Purchasing and Contracts Division. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

The OWNER is soliciting proposals for the operation and management of the Dr. William U. Pearson Community Center located at 1625 West Carey Ave, Las Vegas, NV.

3. SCOPE OF PROJECT

Clark County owns the Dr. William U. Pearson Community Center ("Center") which is located within an area of approximately 16.62 acres located at 1625 West Carey Ave, Las Vegas, NV (southwest corner of Carey Avenue and Martin Luther King Boulevard). The Center includes the following features: a full-size indoor gymnasium with bleachers; fitness center, computer center, multi-purpose room, senior room, classrooms, art center, dance room, computer room, game room, meeting rooms; and warming kitchen.

The County is seeking an organization to operate and management the Center and to offer services that may include the following programs; after school and track break programs; dance, ballet and exercise classes; youth and adult programming; computer classes; job training; cultural activities; facility rental arrangements and senior activities.

The organization will have the use of the Center for the programming, operation, and management of the Center. The organization will NOT be responsible for the programming, management or operation of the adjacent park/track facility.

The Sample Contract attached as Exhibit A contains the details of the requirements.

4. DESIGNATED CONTACTS

The OWNER'S representative will be Jim Haining, Senior Purchasing Analyst, Clark County Administrative Services Department, Purchasing and Contracts Division, telephone number (702) 455-4230 OR [jhaining@clarkcountynv.gov](mailto:jhaining@clarkcountynv.gov). This representative will respond to questions concerning this RFP.

5. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. TENTATIVE DATES AND SCHEDULE

Pre-Proposal Meeting: January 23, 2014; 10:00 am Pacific, Dr. William U. Pearson Community Center Art Room, 1625 West Carey Ave., Las Vegas, NV

Last Day to Ask Questions: January 29, 2014

Last Day Owner Will Provide Addendum: January 31, 2014

Proposal Due Date: February 7, 2014, 3:00 pm Pacific

Finalists Selection: February 2014

Finalists Oral Presentations: February 2014, if requested by Owner

Final PROPOSER Selection: February / March 2104

Contract Negotiations: February /March 2014

Award & Approval of the Final Contract(s): March 2014

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING MANAGER OR HER DESIGNEE. The finalists may be requested to provide the OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. The OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal the OWNER deems best suited to fulfill the requirements of the RFP. The OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

The fees for the professional services will be negotiated with the PROPOSER(S) selected.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 50 pages. Other attachments may be included with no guarantee of review. All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested. The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not preferred or required.

**The PROPOSER shall submit one (1) clearly labeled original and five (5) copies of their proposal, including one (1) CD or flash drive with an electronic copy of their proposal, preferably in .pdf format. A single .pdf document of the entire proposal is preferred.** The name of the PROPOSER'S firm shall be indicated on the spine and cover of each binder (if used) and CD label.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the PROPOSER and the RFP number and title. No responsibility will attach to the OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. Proposals are time-stamped upon receipt. Proposals time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR ELECTRONIC SUBMITTALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailling instructions for proposals:

Hand Delivery

Clark County Government Center  
Purchasing and Contracts Division  
500 South Grand Central Parkway, 4<sup>th</sup> Fl  
Las Vegas, Nevada 89106

U.S. Mail Delivery

Clark County Government Center  
Attn: Purchasing and Contracts, 4<sup>th</sup> Fl  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217

Express Delivery

Clark County Government Center  
Attn: Purchasing and Contracts, 4<sup>th</sup> Fl  
500 South Grand Central Parkway  
Las Vegas, Nevada 89106

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

9. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a proposal release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The PROPOSER'S offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

10. REJECTION OF PROPOSAL

OWNER reserves the right to reject any and all proposals received by reason of this request.

11. PROPOSAL COSTS

There shall be no obligation for the OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

12. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

13. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSERS in written form from the Purchasing Analyst. OWNER is not bound by any specifications by OWNER'S employees, unless such clarification or change is provided to PROPOSERS in written addendum form from the Purchasing Analyst.

14. PUBLIC RECORDS

The OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of the OWNER'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by the Owner may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by the OWNER, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a PROPOSER feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended to the BCC for selection:

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the PROPOSER'S legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the OWNER will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by the OWNER only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(S) who submit the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed PROPOSER'S consent to the disclosure of the information by the OWNER, PROPOSER'S waiver of claims for wrongful disclosure by OWNER, and PROPOSER'S covenant not to sue OWNER for such a disclosure.

PROPOSER(S) also agrees to fully indemnify the OWNER if the OWNER is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to the PROPOSER and will not be considered for award.

16. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

17. CONTRACT

A sample of the OWNER'S Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

18. BUSINESS LICENSE REQUIREMENTS

**CLARK COUNTY BUSINESS LICENSE / REGISTRATION**

Prior to award of this RFP, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

- A. Clark County Business License is Required if:
1. A business is physically located in unincorporated Clark County, Nevada.
  2. The work to be performed is located in unincorporated Clark County, Nevada.
- B. Register as a Limited Vendor Business Registration if:
1. A business is physically located outside of unincorporated Clark County, Nevada
  2. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov) , go to "Business License Department" ([http://www.clarkcountynv.gov/Depts/business\\_license/Pages/default.aspx](http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx))

19. EVALUATION CRITERIA

Proposals should contain the following information:

- A. **Organizational Information**
- i. Provide your organization's name, address, internet URL (if any), telephone and fax numbers, include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.
  - ii. Provide a brief description of your organization locally, statewide and nationally (if applicable). Include the year your organization was established.
  - iii. Indicate if your organization has an office in Clark County and the year it was established, if any.
  - iv. Indicate if your organization is a minority-owned business, women-owned business, physically challenged business, small business, or a Nevada business enterprise as defined in Exhibit C (attached) of Exhibit A – Sample Contract.
  - v. If the project is to be accomplished through an affiliation or joint venture of several organizations, the names and address of those organizations shall be furnished for each.
  - vi. Indicate if your organization has a social media site (Facebook, Twitter, etc.) and provide the link, if applicable.
  - vii. Complete and submit the attached Disclosure of Ownership/Principals form with its proposal.
  - viii. Provide a statement that the organization will comply with insurance requirements indicated in Exhibit A Sample Contract (attached).
  - ix. Provide OWNER with the key elements and unique feature of your proposal by briefly describing how the PROPOSER will accomplish the project.
  - x. Provide a statement as to local resources (employees residing in Clark County) that would be utilized and the degree of the PROPOSER'S knowledge and familiarity with the local community's needs and goals.
  - xi. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Contract or that could materially affect OWNER'S decision.
  - xii. Provide an organizational chart of your organization.

**B. Experience & Staff Qualifications**

- i. Include a brief resume of all similar projects your organization has performed for the past 5 years. Each project listed shall include the name and phone number of a contact person for the project for review purposes. This section shall include documentation of the PROPOSER'S history of adherence to budget and schedule constraints; experience in business operations and management; and experience in community center programming, operation, management and maintenance. All organizations are encouraged to indicate their experience of performing related work within the state of Nevada.
- ii. Provide information concerning the experience and resumes of those persons who will be responsible for the day-to-day operation, management and maintenance of the community center.
- iii. Provide two (2) references with organization name, contact name, phone and email address.

**C. Conceptual Project and Plan**

- i. Provide an overall business and operational plan that addresses the following:
  - (a) Identifies the origination of resources for the program and continued use of resources. Include a marketing plan for the program(s). Include social and community events proposal.
  - (b) Describe services and programs that will be provided.
- ii. Provide a draft mission statement of the program.
- iii. Provide a sample schedule of programs.
- iv. Provide a sample fee structure (range).
- v. Provide accounting procedures, plan and systems.
- vi. Provide projected budget
- vii. Provide proposed policies for staff and customers at facility.
- viii. Provide proposed maintenance plan.
- ix. Describe proposed days and hours of operation. Include any proposed "seasonal" hours.
- x. Describe in detail your approach to the project. Include a preliminary project plan that includes:
  - (a) Any assumptions.
  - (b) Any constraints.
- xi. Provide samples of monthly reports that would be provided to COUNTY.
- xii. State why the PROPOSER is best suited to perform the services for this project.

**D. Program Costs**

Clark County may contribute to the operations and management of the community center. Describe the amount of subsidy, if any, does PROPOSER anticipate based on the anticipated operations.

**E. Financial Statement**

Provide a statement that reflects the PROPOSER's financial ability to perform the project. Include two (2) years audited financial statements.

**F. Term**

The proposed term of this contract is five (5) years with two (2) one-year renewal options. Describe your acceptance of this term.

**G. Compliance with the OWNER'S Sample Contract**

Indicate any exceptions that your organization would have to take in order to accept the attached Sample Contract (Exhibit A). PROPOSER(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

H. **Other**

Other factors the PROPOSER determines appropriate which would indicate to the OWNER that the PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

**Exhibit A – Sample Contract**  
**CLARK COUNTY, NEVADA**  
**CONTRACT FOR OPERATIONS AND MANAGEMENT**  
**OF A COMMUNITY CENTER**  
**DR. WILLIAM U. PEARSON COMMUNITY CENTER**  
**RFP NO. 603156-13**

<b>//ENTER COMPANY NAME//</b>
NAME OF FIRM
<i>//Enter Designated Contact Name//</i>
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
<i>//Enter Street Address//</i> <i>//City, State and Zip Code//</i>
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(XXX) XXX-XXXX
(AREA CODE) AND TELEPHONE NUMBER
(XXX) XXX-XXXX
(AREA CODE) AND FAX NUMBER
<i>//Enter Email Address//</i>
E-MAIL ADDRESS

**PROFESSIONAL SERVICES CONTRACT FOR THE OPERATION AND MANAGEMENT  
OF A COMMUNITY CENTER  
DR. WILLIAM U. PEARSON COMMUNITY CENTER**

THIS CONTRACT (hereinafter referred to as Contract) entered into this \_\_\_\_ day of \_\_\_\_\_ 2014, by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada (hereinafter referred to as County) and \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as Organization):

**WITNESSETH:**

WHEREAS, the County owns a community center and park located on approximately 16.62 acres of real property located in the City of Las Vegas at the southwest corner of Carey Avenue and Martin Luther King Boulevard; and

WHEREAS, the County desires to retain the services of an organization that is dedicated to addressing community needs through wellness, recreational, social and community activities to professionally operate and manage the Center; and

WHEREAS, and Organization is such an organization and has the experience, personnel and resources necessary to provide such services to the County.

NOW, THEREFORE, for and in consideration of the Contracts, covenants and conditions herein, County and Organization agree as follows:

**Section 1. Definitions**

- 1.1 The term “Organization”, whenever used herein, means \_\_\_\_\_, a \_\_\_\_\_ organization authorized to do business in the State of Nevada, entering into this Contract as the operator and manager of the Center. The term includes the Manager appointed by the Organization who will manage the performance of services, and the programming, operation, management and maintenance of the Center, as well as the Organization’s officers, directors, employees, volunteers, agents, representatives, suppliers, contractors and subcontractors.
- 1.2 The term “County”, whenever used herein, means Clark County, Nevada, as represented by the Clark County Board of Commissioners and where this Contract speaks of “Approval by County”, such approval means action by the Clark County Board of Commissioners. The term includes the County’s officers, employees and Board members.
- 1.3 The County’s two designated representatives are the Director of Real Property Management (“RPM Director”) or his designee acting on behalf of the County, and the Director of Parks and Recreation (“PR Director”) or his designee acting on behalf of the County. The RPM Director or PR Director may delegate any or all of their respective responsibilities hereunder to appropriate staff members, and shall so inform Organization by written notice before the effective date of each such delegation.
- 1.4 The Term “Effective Date”, whenever used herein, means the date the Organization commences programming, operation, and management of the Center. All other terms and conditions of this Contract will commence upon its approval by the Board of County Commissioners.
- 1.5 The Term “Center”, whenever used herein, means the Dr. William U. Pearson Community Center, 1625 West Carey Ave., Las Vegas, NV and includes the community center.

**Section 2. Description of the Center and Park Facilities**

- 2.1 The Center is located within an area of approximately 16.62 acres located at 1625 West Carey Ave, Las Vegas, NV (southwest corner of Carey Avenue and Martin Luther King Boulevard). The Center includes the following features: a full-size indoor gymnasium with bleachers; fitness center, computer center, multi-purpose room, senior room, classrooms, art center, dance room, computer room, game room, meeting rooms; and warming kitchen. The services offered may include the following programs; after school and track break programs; dance, ballet and exercise classes; youth and adult programming; computer classes; job training; cultural activities; facility rental arrangements and senior activities.

**Section 3. Use of the Center**

Organization will have the use of the Center for the programming, operation, and management of the Center and for no other purpose or purposes without the express prior written approval of the RPM Director, who retains the sole right to determine with reasonable discretion if an additional use (other than the community center-related facilities contemplated herein) is compatible with County operations.

**Section 4. Term**

COUNTY agrees to retain Organization for the period from April 1, 2014 through March 31, 2019, with the option to renew for two (2), one-year periods. During this period, Organization agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the CONTRACT for up to an additional three (3) months for its convenience.

**Section 5. Cost of Services**

All Center revenues collected, including but not limited to fees, donations, and other support, by Organization shall be sufficient to pay its employees and contractors, to purchase necessary supplies, and to cover all related costs necessary for the programming, operation, and management of the Center. Such funds shall only be expended at or for the operation, programs, and management of the Center.

**[To be customized]**

**Section 6. Fixtures, Furnishing, Equipment (FF&E) and Personal Property**

- 6.1 County shall furnish and equip the Center with fixtures, furnishings, equipment (FF&E), and other property for the Center (collectively, "County Property") it deems necessary to perform services under this Contract. Organization agrees to take good care of County Property, to keep the same in good order and condition and at Organization's own cost and expense to promptly make all necessary repairs, replacements and renewals thereto. At the end of each fiscal year during the term of the Contract, the parties will conduct a review of the physical conditions of the facility and examine the programs in place to determine whether capital equipment or improvements need to be replaced, added or made to the Center. Any agreed upon capital expenditures shall be paid for by the County, subject to the County's budgetary limitations to the then-current fiscal year.
- 6.2 Organization may use the County Property exclusively at the Center and shall not remove the same there from for any reason. To the extent the Organization provides any property, a separate written list of the same shall be provided to the County with receipts paid in full, which may be amended from time to time, as the Organization deems necessary.
- 6.3 The County reserves the right to approve all FF&E purchases. All FF&E purchased with County funds or donated to the Center remains the property of the County. The Organization cannot remove, alter, or dispose of any County funded or donated FF&E without the written consent of the County. The County shall retain ownership of all equipment installed by the County in the event of termination for cause, convenience, or any other circumstance, such as non-renewal. The Organization may retain any equipment it provides which has been identified upon the required written list.

**Section 7. Organization's Duties**

Organization shall program, manage, and operate the Center in a professional, economical and businesslike manner at all times. The duties of Organization shall include, but not be limited to, all of the following:

- 7.1 Organization shall program, manage, and operate the Center in such a manner as to meet the recreational, cultural, senior and adaptive recreational needs of the growing Las Vegas community. The Organization shall not engage in any business within the Center or on the land except as authorized by written approval from the County and will not obligate the County to any cost not identified in this Contract.
- 7.2 Organization shall ensure that people of all ages, economic levels and physical capabilities are provided with the opportunity to enjoy and have access to a broad range of recreational programs and services provided at the Center.
- 7.3 Organization shall ensure that programming, management, and operation of the Center is performed in the most cost-effective and efficient manner possible, with the goal of recovering Center-related costs.

- 7.4 Organization shall cooperate with the County and other community organizations, including the neighboring Clark County School District, for up to ten percent (10%) joint-use scheduling of the Center, subject to operational constraints and limitations outlined in this Contract. The County shall have first right of use after the Organization. The Organization shall reserve any office space requested by the County. Any such request shall be made in advance of programming and the County will work with the Organization to determine activities when Organization programs are not operating and/or after hours.
- 7.5 Organization shall receive and distribute monies collected from the programs.
- 7.6 Organization shall obtain written approval from the PR Director for all rate schedules proposed by Organization, as more particularly described in Section 10 below.
- 7.7 Organization shall program, manage, and operate the Center as a recreational facility available to the general public without discrimination as to age, creed, gender, gender identity or gender expression, marital status, national origin, mental or physical handicap, political affiliation, race, religion, sexual preference, or veteran's status.
- 7.8 Organization shall act as the general clearinghouse, overseer, coordinator, and promoter of community, educational, recreation, fitness, safety, and competitive programs offered at the Center. Organization shall go out into the community and solicit input for preferences as to the programs offered.
- 7.9 Organization shall provide all programming equipment and operational supplies for programs.
- 7.10 Organization shall operate the Center in a manner so as not to impose an undue burden or impose any costs on the County. It is the objective of both the Organization and the County that the Center be operated at a financial break-even point with revenue equaling or exceeding operational costs. The Organization may engage in fundraising activities to supplement operating revenue or it may supplement the operating budget through its own resources. Throughout the term of this Contract, all revenue generated from the Center, including but not limited to, donations, fees, and charges shall be collected and retained by the Organization on behalf of the County. All revenue shall be collected, handled, deposited, and reported in accordance with GAAP. Throughout the entire term of this Contract or any extension thereof, the Organization shall keep all books of account and records. The County reserves the right to review the procedures and to audit records at anytime during the term of the Contract and upon termination.
- 7.11 Organization shall submit a monthly operating statement to the County, which shall include but not be limited to, an itemized list of gross receipts received, and expenses incurred by the Organization for the previous calendar month for Center operations paid by the County. The operating statement will also itemize revenues collected through fundraising activities specifically intended for the Center. Each record received shall be subject to review and approval by the County. In the event the County becomes concerned, the County and the Organization shall meet promptly. The amount of the Organization's monthly gross receipts shall reimburse Organization for the previous calendar month's center services. Except as provided herein, the County shall have no obligation to reimburse the Organization in any amount if Organization's receipts are for an amount less than its incurred costs. The Organization shall be responsible for the payment of annual operating deficits other than approved costs identified to be paid by County as stated in this Contract.
- 7.12 Organization shall allow County, at County's discretion, the right to schedule County staff at the Center.
- 7.13 Organization shall insure, repair and maintain and replace all property installed or otherwise placed in the Center and will notify County when repair and maintenance fall under the County's obligation.
- 7.14 Organization shall not engage in any other business within or upon the Center, except as allowed herein, and shall provide such services as may be required to service users of the Center.
- 7.15 Organization shall report to the County any and all personal injuries asserted by users utilizing the Center.
- 7.16 Organization shall be responsible for the day-to-day programming, management, and operation of the Center in a manner that ensures the safe, attractive and pleasant use of the Center.
- 7.17 Organization shall at all times operate the Center properly and in an efficient and economical manner, consistent with good business practices; shall maintain all property in good repair, working order, appearance, and condition; and shall immediately notify the County via e-mail and/or fax to (702) 455-4055 of the necessity of repairs or maintenance to any County Property, so that at all times the operation of the Center may be properly and continuously conducted.

- 7.18 Organization shall keep the Center in a clean, presentable condition and not allow dirt, paper, or trash of any kind to accumulate in the interior or exterior thereof, including adjacent driveways and sidewalks. Organization shall dispose of such debris in proper trash receptacles. Organization shall assist in keeping the facility maintained daily by picking up debris, trash, wiping down equipment, sinks, doors, and other surfaces or equipment as part of the daily operational activity of the Center.
- 7.19 Organization shall report to the County all damage to the Center which occurs by vandalism or otherwise. Organization shall not be responsible for repairs or maintenance of the Center or for maintenance of or repairs to County Property, unless Organization has damaged such items through its own negligence, including delayed notification, in which case Organization shall reimburse the County for the cost of repairs to the Center or County Property or for the cost of replacement of County Property. Organization shall be responsible to use all County Property with care and in a manner that does not cause waste or damage.
- 7.20 Organization shall report to the County any and all customer service complaints and compliments asserted by users utilizing the Center.

**Section 8. Maintenance and Repair Obligations of County:**

- 8.1 County shall maintain and care for all landscaping and other improvements in the park facility.
- 8.2 County shall repair and maintain the Center, including but not limited to heating and air conditioning equipment, exterior walls, exterior roof, cement-embedded or sub-surface non-accessible plumbing serving the Center, sidewalks, driveways, landscaping and parking lots, fixtures and appurtenances furnished by County, all restrooms, exterior signage, all plantings within the planting beds surrounding the Center, and shall perform all regular, routine exterior maintenance, except as provided for in Section 3.2 above.
- 8.3 County shall repair and maintain the interior of the Center including but not limited to casework, hardware, interior walls, interior doors, interior flooring material, accessible plumbing fixtures, interior signage, and shall perform all regular, routine and daily interior maintenance.
- 8.4 County agrees to maintain in good and safe condition any equipment it provides to the Center, including, but not limited to, signs, fire extinguishers/alarm suppression systems, automatic doors, and storefronts and intercom/sound systems and security systems.
- 8.5 County shall obtain and pay all costs associated with electric, gas, water, sewer, garbage disposal, telephone, utility transfer fees associated with all utilities, if any, daily janitorial or custodial services, security services, and other services necessary for the operation of the Center. Daily janitorial or custodial services shall meet or exceed the Clark County Technical Specifications for Housekeeping General Standards attached hereto as Exhibit D.

**Section 9. User Fees, Program Schedule and Budget**

- 9.1 Organization shall submit an operational budget annually by May 1 for the upcoming fiscal year which begins July 1 to the PR Director for review and approval which includes, but is not limited to:
  - 1. Anticipated budget.
  - 2. Fee Schedule: Breakdown by program, activity, discounts available.
  - 3. Programming: For each program/activity, Organization must include: Description (including how/when services would be provided), Staffing, Fees, Projected Attendance, Rationale for Fees (i.e. market surveys) and instructor-to student ratio of 1 to 12 with a minimum of two staff at the Center during operation hours.
  - 4. Marketing: Unique, innovative programs/strategies that will be utilized to attract participation to the Center. Discuss the rationale and your experience and success with the proposed approach.
  - 5. Implementation: Timeline for starting up operations of the Center including a proposed equipment list and layout. Equipment and furnishings can be installed after date of Substantial Completion.
  - 6. Revenue: Estimated total revenue/cost management for facility operations over term of contract (with annual escalations).
  - 7. Organization shall provide:
    - a. Last three (3) years of Corporate Financial Statements (include income statement; balance sheet; statement of cash flow, if available; note to financial statements).
    - b. Projected five (5) years of income statements for this specific facility.
  - 8. Proposed Program Assessment Plan: Identification of the method(s) that will be utilized to evaluate program effectiveness (i.e. attendance, revenue generated, use of customer surveys, etc.).
  - 9. Operating Hours: Eighty (80) hours per week minimum.

- 9.2 Organization shall submit to the PR Director for review and approval the scheduling and use of the Center (the "Program Schedule"). The proposed Program Schedule shall be submitted to the PR Director for approval by May 1 each year. Organization shall cooperate with the County and other community organizations, including the neighboring Clark County School District, for not less than 10% joint-use scheduling of the Center and not less than ten percent (10%) physical usage of the Center, subject to operational constraints and limitations. Organization agrees that the County's ten percent (10%) of joint-use schedule shall be made available during the Center's operational hours. Organization agrees that the County may schedule special events with ten (10) calendar days' advance written notice. Organization agrees to allow after hours use by the County with seven (7) days advance written notice.
- 9.3 Programs offered at the Center from time to time shall be generally based on need. Organization may revise its Program or fee Schedule from time to time by submitting proposed changes to the PR Director who will have fifteen (15) calendar days from receipt thereof in which to provide Organization with comments, if any, in writing. If the PR Director provides comments, the parties shall meet to make changes agreeable to both. If the PR Director does not provide any such comments, the revisions as submitted by Organization shall become effective on the sixteenth (16<sup>th</sup>) day following their submission to the PR Director, or the first business day thereafter, whichever is later.

**Section 10. Organization Operating Records:**

- 10.1 Throughout the term of this Contract, all revenue generated from the Center including, but not limited to, user fees, class fees and other fees or charges shall be collected and retained by Organization and shall go back into the programs offered, after operating expenses. Organization shall keep, through the entire term of this Contract or any extension thereof, all books of account and records customarily used in this type of operation in accordance with Generally Accepted Accounting Principles (GAAP).
- 10.2 Organization shall record all costs of operation by budget line items which shall be supported by adequate source documentation including checks, payrolls, time records, invoices, contracts, vouchers, orders, and other accounting documents which demonstrate in proper detail the nature and propriety of all costs and submit quarterly financial statements to the County. The County, or independent auditors contracted by the County, at all times throughout the term of this Contract or any extension thereof and for up to five (5) years following termination, shall have the right to audit and examine during normal working hours all such records and books of account relating to Organization's operation hereunder, provided that Organization shall not be required to retain such books of account and records for more than five (5) years after the end of each year of this Contract. The books of account and records shall reflect all expenses and revenues associated with the Center. Organization shall prepare and submit annual profit and loss statements as well as any incidental financial or operating statements as deemed necessary by the County and as the normal course of operation shall dictate.
- 10.3 All revenue generated at the Center will be used solely for the operation of the Center. All source records of gross revenue shall be prepared and maintained by Organization. All databases for such purpose will be maintained by Organization and Organization shall ensure that adequate hard copies and data backups are done on a routine basis and stored on an approved media for a period of five (5) years. The County shall have the opportunity to review all revenue sources and records upon request.

**Section 11. Annual Statements and Audit**

The County will include the Center and this Contract as part of the County's annual statement and audit. Such annual statement and audit will be prepared after the close of the County's fiscal year (June 30).

**Section 12. Alterations to the Center**

Organization shall make no alterations, additions or improvements to the Center without obtaining the prior written consent of the RPM Director.

**Section 13. Advertisements and Marketing**

The parties shall mutually agree upon Center advertisements, exterior and interior signage, brochures, newsletters, promotional publicity and other marketing materials. The signage shall contain, at minimum, the following: "Clark County Dr. William U. Pearson Community Center operated by [insert name of Organization]". Communication produced or distributed by Organization or the County shall convey a consistent message of cooperation to the public. The Organization shall obtain County approval regarding all public information, advertising, and marketing published to the public or displayed at the Center and the utilization of the County logo.

**Section 14. Personnel**

- 14.1 Organization shall secure, furnish, train and pay for all personnel as are reasonably necessary to be employed in the successful operation of the Center including all payroll for all personnel, pay all payroll taxes, Worker's Compensation insurance, and other charges or costs directly traceable or allocable to the services being provided.
- 14.2 Any and all claims that may or might arise under the Worker's Compensation Act of the State of Nevada or similar act on behalf of said employees or other persons while so engaged in any work or services provided to be rendered herein, shall be the sole obligation and responsibility of Organization, and Organization shall indemnify, defend and hold the County harmless from any such claims.
- 14.3 Any employees and volunteers of Organization, while engaged in the performance of any work or services required by Organization under this Contract shall not have any contractual relationship with the County.
- 14.4 Organization, as an employer, is hereby required to provide equal employment opportunities to the end that all Organization employees shall be recruited, appointed, assigned, and promoted solely upon the basis of a bona fide occupational qualification and individual merit and free from bias, discrimination, harassment, or intimidation on account of age, creed, gender, gender identity or gender expression, marital status, national origin, mental or physical handicap, political affiliation, race, religion, sexual preference, or veteran's status.
- 14.5 In accordance with the Immigration Reform and Control Act of 1986, Organization agrees that it will not employ unauthorized aliens in the performance of this Contract.
- 14.6 Organization shall comply with the Americans With Disabilities Act of 1990 and the Drug Free Workplace Act. Additionally, Organization shall ensure that its suppliers, contractors or subcontractors functioning under this Contract shall also be in compliance therewith.

**Section 15. Control of Personnel**

- 15.1 Organization shall provide prompt, safe, efficient and courteous service for the services and programs established at the Center. Organization shall supervise its employees and volunteers in order to ensure that they shall perform their duties so as to provide a high standard of safety and service to the public.
- 15.2 Organization shall furnish said service on a fair, equal and nondiscriminatory basis to all users of the services and programs at the Center.
- 15.3 Organization shall at all times, in and about the Center, and elsewhere on adjacent County Property, exercise reasonable control over the conduct, demeanor and appearance of its employees, volunteers, agents and representatives and the conduct of its contractors and suppliers. Upon objection from the PR Director to Organization concerning the conduct, demeanor or appearance of such persons, Organization will immediately remedy the cause of the objection.
- 15.4 Organization shall be solely responsible for employees' conduct/misconduct, including but not limited to dishonesty, fraud, and negligence. The Organization shall maintain insurance in the amount of \$2,000,000 against such actions at all times.
- 15.5 Organization shall be solely responsible for employee conduct/misconduct regarding the use of County computers, Internet access, and technology that is consistent with Clark County Administrative Guideline No. 8, Exhibit E. All Internet access and use of County phones, computers, and technology shall be limited to Center use and business operations at the Center. Personal use is not allowed.
- 15.6 Organization agrees that its employees, volunteers, and subcontractors whether full-time or part-time, shall successfully pass a background investigation conducted by the Las Vegas Metropolitan Police Department, Police Records Section, 400 South Martin Luther King Boulevard, Building C, Las Vegas, Nevada 89106, or other appropriate law enforcement agency.
  - 1. Organization shall provide a list of all personnel who will be working at the Center; this list shall also include the officers of the governing board of the Organization.
  - 2. Organization shall be consistent with County's standards in accordance with background checks and hiring procedures.

3. In addition, fingerprints will be required for NCIC background checks for all persons on the list. Fingerprint appointments will be scheduled through the County's designated representative and will be done at the Clark County Human Resources Department located at 500 South Grand Central Parkway, Las Vegas, Nevada 89155.
  4. Both record checks and fingerprints must be obtained prior to any staff working at the Center.
  5. County reserves the right to not allow an Organization's employee to work at the Center due to an unsatisfactory result on the records check or fingerprint check of that employee.
  6. After the records check has been given to the County's designated representative for review and has been approved by the County's designated representative, the Organization shall be responsible for supplying all personnel who will be working at the Center, with a Clark County Vendor Identification Badge. An appointment to obtain a Clark County identification badge will be scheduled through the County's designated contact. This identification badge must be worn visibly at all times by organization staff when on the County's property. Organization will be responsible for all fees associated with obtaining the badges.
  7. Organization shall further be responsible for obtaining records checks, fingerprints and Clark County Vendor Identification Badges for any new staff prior to working at the Center. Organization's staff must present a valid social security card and picture identification in order to receive a Clark County Vendor Identification Badge.
  8. Organization shall return to the County's designated representative any badge issued to an employee that no longer works at the Center.
- 15.7 It is understood that in the performance of the services herein provided for, Organization shall be, and is, an independent contractor and not an agent or employee of the County and shall furnish such services in its own manner and method except as required in this Contract. Further, Organization has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Organization in the performance of the services hereunder. Organization shall be solely responsible for, and shall indemnify, defend and hold County harmless from all matters, including but not limited to the payment of its employees, including compliance with social security, withholding and other wages, salaries, benefits, taxes, exactions and regulations of any nature whatsoever.
- 15.8 Organization acknowledges that Organization and any officers, employees, volunteers, agents, representatives, contractors, suppliers or subcontractors shall not, under any circumstances, be considered employees of the County, and that they shall not be entitled to any of the benefits or rights accorded to employees of County, including but not limited to sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, disability or worker's compensation insurance benefits. County will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Organization or any of its officers, employees, volunteers, agents, representatives, contractors, subcontractors or suppliers.
- 15.9 Organization shall be responsible for the professional conduct, quality, technical accuracy, timely completion, and coordination of all services furnished under this Contract. In performing such services, Organization shall follow practices consistent with generally accepted professional and technical standards.
- 15.10 Within ten (10) days of Contract date, the County shall designate, in writing, its representative for this Contract. The County shall provide written notice to the Organization, should there be a subsequent representative. The Representative will be the Organization's principal point of contact regarding any matters relating to this contract, shall provide all general direction to the Organization regarding contract performance and shall provide guidance regarding the County's goals and policies.
- 15.11 Within ten (10) days of Contract date, the Organization shall designate, in writing, its representative for this Contract. The Organization shall provide written notice to the County should there be a subsequent representative. The Representative shall be the County's principal point of contact at the Organization regarding any matters relating to this contract and has the authority to act on behalf of the Organization.
- 15.12 Organization shall establish and enforce policies outlining the proper assignment of County Property, equipment and/or supplies to its employees. The Organization is responsible for ensuring that County Property, including door and card keys are properly accounted for during use and returned when an employee is transferred or leaves service with the Organization.

**Section 16. Information Systems**

- 16.1 County information systems and automated information, regardless of format or the media used for its access, storage, transmission, archival and retrieval, are the property of Clark County and shall be used for County related business purposes only. The Organization or its employees may not use County equipment or information systems for soliciting business, selling products, or otherwise engaging in commercial activities or for any other purpose not directly related to center operations.
- 16.2 County reserves the right to examine, audit and disclose all data and information stored in or transmitted through the County's systems. Employees of the Organization shall have no expectation of privacy associated with data and information stored in or transmitted through County systems. The County shall have access to all electronic data or information transmitted from, to, and/or through County Property.
- 16.3 Organization shall adhere to all software licensing agreements and the County's internal policies and procedures on such.
- 16.4 Organization's employees shall not install or download non-standard programs, games, videos, audio files or any other media that has not been authorized by County's PR Department and the Information Technology Department.
- 16.5 In the event the County provides Internet and/or E-mail system access, to allow more efficient and effective methods for employees to conduct business, such use of these systems shall be for business purposes only. When sending E-mail messages, appropriateness and good judgment should be exercised. E-mail messages may be subject to disclosure under the Public Records Act and discovery procedures in civil litigation.
- 16.6 The following Internet and E-mail uses are prohibited:
1. Communications that may in any way be construed by others as disruptive, offensive, abusive, or threatening.
  2. Communications of sexually explicit images or messages.
  3. Communications that contain materials that may be construed as harassment or disparagement of others based on age, creed, gender, gender identity or gender expression, marital status, national origin, mental or physical handicap, political affiliation, race, religion, sexual preference, or veteran's status.
  4. Solicitation for commercial ventures, religious or political causes, outside organizations, or other non job related solicitations pursuant to the County's current solicitation policy.
  5. Communications (E-mail) sent without the prior approval of the Organization or County.
  6. Access to Internet resources, including Websites and news groups that are inappropriate in a business setting.
  7. Downloading files (including video and audio that are not related to Center operations).
  8. Establishing or accessing personal Internet E-mail service (i.e., Hotmail, Yahoo, etc.)
  9. Any other use that may compromise the integrity of the County and its business in any way.

**Section 17. Indemnification; Liability**

- 17.1 Organization agrees, by entering into this Contract, regardless of the coverage provided by any insurance policy, to indemnify, defend, and hold the County harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of: (1) the operation or management of the Center; (2) any work or thing whatsoever done, or any condition created in or about the Center, (3) any acts, errors, omissions, fault or negligence of Organization while performing services hereunder and including movement of vehicles; (4) any accident, incident, injury or damage whatsoever occurring in or at the Center that results in the injury or death of any person, including any of Organization's officers, employees, volunteers, contractors, subcontractors, suppliers, agents or representatives, or that results in the damage to or theft or misappropriation of any property whatsoever, including Organization Property, occurring in or about the Center, due to the negligence or fault of Organization or due to any breach or default on the part of Organization in the performance of any covenant or condition of this Contract to be performed by

Organization pursuant to the terms hereof, or due to any other act or omission of Organization. Such indemnity will not apply as to the sole negligence of County, its officers and employees. Organization shall indemnify, defend, and hold harmless the County for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

- 17.2 County shall not assume or be responsible for any indebtedness of Organization.
- 17.3 Organization shall conform to all safety regulations, i.e., O.S.H.A. and N.O.S.H.A., and requirements covering the Center in effect at any time during the performance of the Contract. Organization agrees to take all necessary steps and precautions to prevent accidents and preserve the life and health of all persons in the Center.

**Section 18. Insurance**

Organization shall carry insurance in the types and amounts set forth in **Exhibit B** hereto, and provide proof of additional insurance, should the County's insurance requirements change, during the term of this Contract. The Organization shall update the insurance to provide the current deductibles and coverage requirements. The Organization shall provide all documentation associated with any increase costs to the County.

**Section 19. County and other Governmental Permits**

Organization shall, at its own expense, secure, or cause to be secured, and keep current, any and all permits, which may be required by the County or any other governmental entity for the Center, including the Clark County Health District. The County shall exercise its best efforts to provide all assistance to Organization in securing such permits.

**Section 20. County Access to the Center**

For the purpose of assuring compliance with this Contract, the PR Director and RPM Director or their designees and other County representatives shall have right of access to the Center without charges or fees and at all reasonable times. The County reserves the right to enter the Center for the purpose of making inspections including, but not limited to, inspections for Organization's compliance with the provisions of this Contract and to take all steps as may be necessary or desirable for the maintenance, repair, safety, protection or preservation of the Center or County Property or as may be necessary or desirable for the operation or improvement of the Center or to comply with laws, orders or requirements of any governmental authority.

**Section 21. Local, State and Federal Laws**

Organization shall comply with all applicable laws, including all applicable federal and state labor laws.

**Section 22. Taxes, Assessments, Encumbrances**

- 22.1 Organization shall pay when due any applicable personal property taxes and assessments assessed and levied upon Organization throughout the term of this Contract.
- 22.2 Organization shall not cause the Center or any County Property to become subject to any lien, charge or encumbrance and shall indemnify the County, its officers and employees from and against all such liens, charges and encumbrances if any of the same arise out of the actions of Organization. Nothing herein contained shall be deemed to prohibit Organization from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to Organization with respect thereto; provided, such contest does not subject the Center or any County Property to forfeiture or sale.
- 22.3 Organization shall collect and pay any applicable taxes including, but not limited to, sales and/or use taxes, excise taxes and payroll taxes which may arise by reason of the performance of this Contract and be assessed by the United States Government, any state government or any other governmental body, or taxing authority.

**Section 23. Damage or Destruction of the Center**

In the event that the Center shall in whole or in part be damaged or destroyed by fire or other casualty, the County shall effect the repair or restoration thereof with all reasonable diligence. If the damage or destruction was caused by the negligence of Organization, Organization's insurance proceeds shall be tendered to the County for the reconstruction or repair of the Center.

**Section 24. Fire Protection**

- 24.1 From time to time and as often as reasonably required by the County, Organization will conduct appropriate tests of any fire extinguishing apparatus located in the Center. Organization will keep in proper functioning order all fire fighting equipment located in the Center.
- 24.2 Organization shall develop, institute and maintain a County approved Security Plan that provides adequate security to ensure the safety of all Center patrons and staff and of the facility.

**Section 25. Remedies upon Breach**

If either party defaults with regard to any of the provisions of this Contract, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured or commenced to be cured by the defaulting party within thirty (30) calendar days after service of the notice of default, the non-defaulting party may seek injunctive or monetary relief against the defaulting party.

**Section 26. Termination**

- 26.1 In the event that either party is in breach of this Contract, which breach is not cured within thirty (30) days, the party claiming default, at its option, may declare this Contract terminated by providing not less than thirty (30) days' written notice to the defaulting party of its intent to terminate.
- 26.2 If the County terminates this Contract for default, upon expiration of the time fixed in the notice of termination for default, this Contract and the right, title and interest of Organization hereunder shall terminate in the same manner and with the same force and effect, except as to Organization's liability, as if the date fixed in the notice of termination were the end of the term originally set forth in this Contract, and County shall have the right, without further notice or demand, to lawfully repossess the Center, without prejudice to any remedies which might otherwise be used for a preceding breach of covenant or condition.
- 26.3 Organization may, for any reason, terminate this Contract upon no less than ninety (90) calendar days' written notice to County.
- 26.4 County may terminate this Contract for convenience, but only after Organization is given not less than ninety (90) calendar days' written notice of County's intent to terminate, and an opportunity for consultation with the County prior to termination.
- 26.5 Organization and the County shall jointly inspect the Center and surrounding land with designated representatives from Parks and Recreation and Real Property Management no less than fourteen (14) days prior to termination and again on the last day of occupancy of Center to view condition of County Property and equipment.

**Section 27. Ownership of Property Upon Termination**

Upon expiration of the initial term and all renewal options hereof, or upon the termination of this Contract pursuant to Section 26 above, all Organization Property placed in the Center purchased with County-provided grant funding, if any, or which cannot be removed without causing damage to the Center, shall be the property of the County and shall remain in the Center and be surrendered by Organization in good condition, ordinary wear and tear excepted. Organization shall not be required to remove any Organization Property unless it elects to do so. County shall have the option, but not the obligation, to offer to purchase any or all of the Organization Property at such property's then-current market value, to the extent permitted under the Local Government Purchasing Act, NRS Chapter 332, and subject to the County's approved budgeted appropriations for the then-current fiscal year. Any Organization Property that has not been removed within fifteen (15) calendar days after the expiration or earlier termination of this Contract shall become the property of the County. For the purposes of this Contract, "damage to the Center" shall include damage to walls, floors, ceilings, lighting and wiring. Organization shall, at the expiration or earlier termination of this Contract, quit and surrender the Center in good condition, except for reasonable wear and tear, and thoroughly cleaned. Any damage to the Center that occurs during Organization's removal of Organization Property during the course of Organization's vacating the Center, or if Organization leaves the Center in such a condition that it is necessary for the County to provide cleaning or repair, County will invoice Organization for such costs, to be payable within thirty (30) calendar days from receipt of the invoice.

**Section 28. Operating Reserve**

- 28.1 Organization shall maintain throughout the term of this Contract an operating reserve (hereinafter referred to as "Operating Reserve" during Contract in the principal sum of twenty-five thousand dollars (\$25,000). The Operating Reserve shall guarantee performance of each term and condition of this Contract, and in the event of any breach of this Contract, the amount thereof shall be recoverable by the County for all damages resulting from failure of the Organization to faithfully perform and observe any and all provisions of the Contract.
- 28.2 The Operating Reserve may take one of the following forms:
1. A corporate surety bond issued by a company licensed to do business in the State of Nevada in a form approved by the County in the principal sum of twenty five thousand dollars (\$25,000), naming the County as an insured.
  2. An irrevocable letter of credit for the term of the Contract in the amount of twenty five thousand dollars (\$25,000) drawn against the account of the Organization on such bank as the County shall approve. Said letter of credit shall be an unconditional and irrevocable letter of credit in favor of the County from a bank authorized to do business in Nevada, in form and substance satisfactory to the District Attorney of Clark County. Further, said letter of credit shall be renewed at least thirty (30) calendar days prior to its expiration, and the County shall be provided at least thirty (30) calendar days advance notice of said expiration.

**Section 29. Reserved**

**Section 30. Applicable Law**

The laws of the State of Nevada shall govern the interpretation and enforcement of this Contract.

**Section 31. Inspection of Books, Records, and Center Cleanliness**

- 31.1 Organization shall allow duly authorized representatives of the County, or independent auditors contracted by the County, to conduct such reviews, audits, and on-site monitoring of the operations as the reviewing entity deems to be appropriate in order to determine:
1. Whether objectives of the Contract are being achieved;
  2. Whether the Program is being conducted in an efficient and effective manner;
  3. Whether management control systems and internal procedures have been established to meet the objectives of the program;
  4. Whether the financial operations of the program are being conducted properly;
  5. Whether the periodic reports to the County contain accurate and reliable information;
  6. Whether all of the activities of the Program are conducted in compliance with the provisions of local, state, and federal laws and regulations and this Contract.
- 31.2 Visits by the County, or independent auditors contracted by the County, shall be announced to Organization in advance of those visits and shall be during normal operating hours. Such persons may request, and, if such a request is made, shall be granted, access to all of the records of Organization that relate to the Program. Such persons may interview recipients of the services provided by the Organization.
- 31.3 Organization also has the right, upon not less than seventy-two (72) hours notice, during normal operating hours, to inspect the books and records of the County pertaining to the Center as pertinent to the purposes of this Contract.

**Section 32. Administrative Services**

- 32.1 County shall provide the necessary services to administer this Contract and monitor and oversee the Organization's performance of its obligations in this Contract.
- 32.2 Organization shall provide the necessary services to administer this Contract and perform the Organization's obligation in this Contract.



IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

**COUNTY:**

CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
YOLANDA KING  
Chief Financial Officer

**ORGANIZATION:**

//legalname//

By: \_\_\_\_\_  
//name//  
//title//

APPROVED AS TO FORM:

STEVEN B. WOLFSON,  
DISTRICT ATTORNEY

By: \_\_\_\_\_  
ELIZABETH A. VIBERT  
Deputy District Attorney

**EXHIBIT A**  
**OPERATION & MANAGEMENT OF A COMMUNITY CENTER**  
**SCOPE OF WORK**

To be completed upon award.

**EXHIBIT B  
OPERATION & MANAGEMENT OF A COMMUNITY CENTER  
INSURANCE REQUIREMENTS**

**TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.**

- A. **Format/Time**: The PROVIDER shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating**: The Owner requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage**: The Owner, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. The PROVIDER's insurance shall be primary as respects the Owner, its officers and employees.
- D. **Endorsement/Cancellation**: The PROVIDER's general liability and automobile liability insurance policy shall be endorsed to recognize specifically the PROVIDER **Error! Reference source not found.**'s contractual obligation of additional insured to Owner and must note that the Owner will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, the PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, the PROVIDER shall maintain limits of 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 PROVIDER and **any auto** used for the performance of services under this Contract.
- I. **Workers' Compensation**: The PROVIDER shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- J. **Failure To Maintain Coverage**: If the PROVIDER fails to maintain any of the insurance coverage required herein, Owner may withhold payment, order the PROVIDER to stop the work, declare the PROVIDER in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the PROVIDER or deduct the amount paid from any sums due the PROVIDER under this Contract.
- K. **Additional Insurance**: The PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- L. **Damages**: The PROVIDER is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- M. **Cost**: The PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

- N. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.
- O. **Insurance Form Instructions:** The following information must be filled in by the PROVIDER's Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
  2. PROVIDER's name, complete address, phone and fax numbers.
  3. Insurance Company's Best Key Rating
  4. Commercial General Liability (Per Occurrence)
    - (A) Policy Number
    - (B) Policy Effective Date
    - (C) Policy Expiration Date
    - (D) Each Occurrence (\$1,000,000)
    - (E) Damage to Rented Premises (\$50,000)
    - (F) Medical Expenses (\$5,000)
    - (G) Personal & Advertising Injury (\$1,000,000)
    - (H) General Aggregate (\$2,000,000)
    - (I) Products - Completed Operations Aggregate (\$2,000,000)
  5. Automobile Liability (Any Auto)
    - (J) Policy Number
    - (K) Policy Effective Date
    - (L) Policy Expiration Date
    - (M) Combined Single Limit (\$1,000,000)
  6. Worker's Compensation
  7. Description: RFP Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
  8. Certificate Holder:  
  
Clark County, Nevada  
c/o Purchasing and Contracts Division  
Government Center, Fourth Floor  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217
  9. Appointed Agent Signature to include license number and issuing state.



POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP NUMBER AND CONTRACT NAME:

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY**  
**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

Name of Person or Organization:

CLARK COUNTY, NEVADA  
C/O PURCHASING & CONTRACTS DIVISION  
500 S. GRAND CENTRAL PKWY 4<sup>TH</sup> FL  
PO BOX 551217  
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

**ATTACHMENT 1**

**AFFIDAVIT**

**(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_, being duly sworn,

(Name of Sole Proprietor)

(Legal Name of Company)

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 RFP No. 603156-13, entitled OPERATION & MANAGEMENT OF A COMMUNITY CENTER;
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 Clark County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

**EXHIBIT C**  
**SUBCONTRACTOR INFORMATION**

**DEFINITIONS:**

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

1. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE
  
2. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE
  
3. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE

No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

## EXHIBIT D

### CLARK COUNTY HOUSEKEEPING STANDARDS

#### A. DEFINITIONS

1. Custodial Service Provider - Clark County employee or contract vendor.
2. User - Customer receiving housekeeping service.

#### B. MINIMUM CLEANING STANDARDS

1. It is the intent of the Clark County Department of Real Property Management, Housekeeping, Security, and Parking Division, that all premises be maintained at a high standard of cleanliness. The following standards are, therefore, intended to be included as the acceptable minimum level of service as directed in the cleaning specifications. Further, cleaning frequencies set forth in these specifications are meant to be working guidelines for specific areas, dependent upon type and frequency of use. These standards are not to be construed as complete, and all items not specifically included but found necessary to properly clean the building shall be included as though written into these specifications.

#### C. CHEMICALS

1. Only chemicals that have been approved by Clark County Risk Management may be used in cleaning County buildings. All bottles/containers must have a manufacturer's label or Material Safety Data Sheet (MSDS) attached.
2. Under no circumstances should one (1) chemical be mixed with a different chemical unless specifically instructed to do so by the manufacturer.
3. Chemicals are only to be used for the purposes intended and stated in the manufacturer's instructions.

#### D. GENERAL: CLEANING SPECIFICATIONS

##### 1. RESTROOMS

- a. Restroom cleaning is understood to have the highest priority in the County's buildings. All employee and public restrooms and shower rooms are to be cleaned and serviced as specified. Urinals, water closets, mirrors, and lavatories are to be cleaned with approved cleaners and disinfectants. Floors in these rooms shall be mopped with an approved disinfectant and cleaner, which will not harm or remove special floor finishes. Water closets and urinals are to be cleaned with quality materials using techniques that will remove and prevent any formation of encrustation or stains under lids, ledges, or rims without harming the finish.
- b. Towel dispensers, soap dispensers, toilet paper holders, cabinet seat cover dispensers, and sanitary napkin dispensers shall be checked and refilled to a full level daily. Do not fill paper towel dispensers so tightly that the towels cannot be pulled out without tearing. Stocking of refill supplies in the area of the dispensers is not permitted. The term "clean", as defined here, shall mean that no film, odors, stains, dust, lint, or spots can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixtures within the restroom. The use of highly scented disinfectants, objectionable or odoriferous cleaners, air fresheners, and deodorant blocks shall not be permitted.

##### 2. OFFICE AREAS

- a. General cleaning of office areas shall include the removal of trash from wastebaskets, and other waste material labeled as trash must be taken to the dumpster location. General cleaning of office areas also includes dusting, glass cleaning, and removal of dust, soil, stains, smudges, and marks from furniture, walls, partitions, etc., and the removal of the recycling containers to the pick up location.

3. FLOOR CARE

- a. Floors shall be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors shall be left in a clean, orderly, and safe condition.
- b. Floors, at all times, shall pass a slip-resistance test by at least a 3.5 pound pull.
- c. Upon completion of daily and weekly routine work, floors shall be free of dirt, dust, film, streaks, debris, and standing water, and shall present a uniform appearance when dry.
- d. Floor finish is understood to be used as a preservative and also as a safety (non-slip) factor. Finish shall be applied only to appropriate areas free of residual dirt and buildup.
- e. Proper shampooing shall result in a carpet free from all types of airborne soil, dry dirt, water-soluble soils, and petroleum-soluble soils. A clean carpet shall be uniform in appearance when dry and vacuumed.
- f. Necessary safety precautions and procedures, designed to prevent damage to the County's property, are to be exercised and followed when the removal and replacement of furniture is required to perform the work.

4. WINDOWS

- a. All windows are to be cleaned to acceptable industry standards. All interior windows will be spot-cleaned daily. Ground floor exterior windows will be cleaned at least once per week.

5. AIR CONDITIONING AND HEATING REGISTERS

- a. All air conditioning and heating registers are to be kept clean and free of dust, webs, and build-up that detract from the overall appearance.

6. WALLS AND DOORS

- a. All walls and doors are to be kept clean and free from spots and handprints.

E. **DETAILED INSTRUCTIONS**

1. GENERAL OFFICE AND PUBLIC AREAS

Note 1: The custodial service provider shall not clean computer keyboards and screens, typewriter keyboards, or calculators in any manner. The user of the equipment shall be responsible for their cleaning. The custodial service provider will dust the remainder of the unit.

Note 2: Shredder wastebaskets will be emptied and cleaned as described in the daily schedule below. The shredding machine shall be turned off or unplugged when performing housekeeping maintenance.

Note 3: Only dispose of trash that is in receptacles that are known to be for trash. Items outside of receptacles can be discarded if marked **TRASH** or verbal confirmation from user is received. When the custodial service provider is in doubt, the user or supervisor must be contacted. Recycling bins shall be emptied and/or removed and replaced as required.

Note 4: To prevent airborne dust particles, dusting should be accomplished with a dusting rag or cloth rag dampened with appropriate chemicals or water. Dusting with a duster should only be used where there are fragile items or for areas that there is not room to maneuver the dusting rag. Common sense should be used when moving items to dust any surface or around any items. Personal items should not be touched unless the user has given permission. When in doubt, the custodial service provider must always check with their supervisor.

Note 5: At no time will office equipment be turned off or unplugged in order to plug in housekeeping equipment when performing housekeeping maintenance.

a. DAILY

- (1) Wastebaskets and trash receptacles are to be emptied and lined with plastic bags, unless otherwise directed. Wastebaskets are to be cleaned as needed, before placing new liners. Dirty liners must be removed daily and replaced with the correct sized liner.
- (2) Ashtrays and sand urns are to be cleaned and refilled with sand as required.
- (3) Fingerprints must be dusted and cleaned from all exposed furniture tops including desks, chairs, tables, lamps, filing cabinets, shelves, sills and ledges, brochure racks, and signs from a height of six feet or below. This task should be accomplished in a manner that does not disturb any of the objects that are on the surface. A complete cleaning and polishing of the surface shall be done any time the surface is clear of all objects.
- (4) Telephones are to be cleaned and sanitized as needed, using a cloth dampened with disinfectant. Extreme care must be used not to spray or drip any water or cleaning products into or onto the telephones.
- (5) Drinking fountains are to be cleaned, sanitized, and polished.
- (6) All carpeted traffic areas including corridors, pathways within office areas, elevators, and lobbies are to be vacuumed and spot cleaned. Thoroughly vacuum and spot clean all carpeted executive offices.
- (7) All carpeted areas beneath desks, tables, and other furniture are to be completely vacuumed and spot cleaned.
- (8) All resilient tile floor areas are to be dust mopped and spot damp mopped.
- (9) All rubber/carpeted mats are to be vacuumed.
- (10) Upholstered surfaces are to be vacuumed on an as-needed basis.
- (11) Elevators are to be cleaned. Unsightly marks, fingerprints, and soil spots are to be removed.
- (12) All interior glass, partition glass/Plexiglas and glass doors are to be spot cleaned.
- (13) All stairwells used for normal egress are to be policed for trash and debris; pan sweep as necessary.
- (14) Exterior landscaping and grounds keeping are not part of the bid. However, the exterior entrance/exit areas surrounding the building will be cleaned to ensure the removal of any trash, bird droppings, feces, urine, build up of leaves, debris, etc. for a distance of ten (10) feet. This will also include the emptying, cleaning, and relining with plastic bags of any trash containers within this distance. In addition to the cleaning and refilling of any ashtrays and sand urns within this distance.
- (15) Cobwebs from walls around entrances are to be swept.
- (16) Doors are to be secured and unnecessary lights turned off when work is completed in the immediate area, unless otherwise instructed.
- (17) Liners in all exterior trash receptacles near any entrance are to be emptied and changed using the correct sized liner.

b. WEEKLY

- (1) Soil marks, dust, and fingerprints are to be cleaned from all exposed furniture tops and sides, including desks, chairs, tables, lamps, filing cabinets, shelves, sills, and ledges from a height of six feet or below. This task should be accomplished in a manner that does not disturb any of the objects that are on the surface. An appropriate cleaner or polish should be used to accomplish this task. When completed, the surface should have no oily residue feel or streaking.

- (2) The balance of all carpeted areas not vacuumed under the daily cleaning must be vacuumed.
- (3) All upholstered surfaces are to be vacuumed and spot cleaned.
- (4) Picture frames and wall ornaments are to be dusted.
- (5) Lower one half of doors and doorjambs are to be dusted.
- (6) Walls around light switches and doorjambs are to be spot cleaned to remove all spots and marks.
- (7) All interior glass doors, ground floor exterior or upper floor windows along public accessible walkways, are to be squeegee clean where no safety equipment will be required. Entrance glass doors, interior and exterior, are to be cleaned. Doorplates, jambs, thresholds, handles, and hardware are to be cleaned and polished.
- (8) All fire escape stairwells are to be policed for trash and debris, and pan swept and damp mopped as necessary.
- (9) All resilient tiles are to be spray-buffed to restore to a “just waxed” look, in high foot-traffic corridors and lobby areas.

c. SEMI-MONTHLY

- (1) High molding and doors are to be dusted from a height of 8 feet to the floor.
- (2) All wall surfaces and all upholstered freestanding space divider walls are to be dusted, vacuumed, and spot cleaned.
- (3) Cobwebs are to be removed from ceiling areas from a height of 8 feet to the floor.
- (4) Steps and landings in stairwells are to be swept, mopped, or vacuumed. Handrails and surrounding walls are to be cleaned.

d. MONTHLY

- (1) Air returns, vents, and areas around vents are to be brushed or vacuumed at least monthly, or more often if needed, to heights exceeding 8 feet if applicable.
- (2) Draperies and wall hangings are to be vacuumed.
- (3) All high areas, including walls and ceilings, are to be vacuumed, brushed, or dusted to heights exceeding 8 feet if applicable.
- (4) Carpeting in entrance, general lobby area, high foot traffic corridors, and any high foot traffic area are to be extracted using approved methods where a pattern is showing.
- (5) Cove base is to be dusted and cleaned.
- (6) All vertical or horizontal blinds are to be dusted and cleaned.
- (7) Light fixtures and diffusers are to be cleaned.
- (8) A coat of floor finish on resilient flooring is to be applied where spray buffing will not bring back a “just waxed” look. All resilient flooring is to be refinished where a wax build up or a yellowing appearance is present. Refinishing is not necessary if the application of a coat of wax will return the clear, clean appearance.

e. QUARTERLY

- (1) Carpeting is cleaned according to prescribed frequency or when spot cleaning will not bring back a clean uniform appearance. All carpeting where a pattern is showing and vacuum cleaning will not bring back a clean uniform appearance is to be cleaned using authorized carpet cleaning methods, normally wet extraction.
- (2) All ground floor exterior or upper floor windows that were not covered under the weekly frequency are to be squeegee clean where no safety equipment will be required. Doorplates, jambs, thresholds, sills, trim handles, and hardware are to be cleaned and polished.

f. ANNUALLY

- (1) Exposed ceilings with ductwork, pipes, and the top sides of light fixtures will be dusted.

2. RESTROOMS

a. DAILY

- (1) Hand soap, toilet paper, paper towels, and seat cover dispensers are to be refilled to full capacity.
- (2) Trash containers are to be emptied, sprayed, damp-wiped with disinfectant, and the liners changed.
- (3) Sanitary napkin disposal receptacles are to be emptied of contents and sprayed and damp-wiped with disinfectant. All sanitary napkin disposal units are to be lined with **Red Biohazard bags**. Liners are to be tied and disposed of in the Biohazard containers in the specified location established.
- (4) Mirrors are to be washed with glass cleaner.
- (5) Spots are to be removed from partitions and walls.
- (6) The areas underneath basins and around toilets and urinals are to be cleaned.
- (7) All fixtures and trim, including toilet bowls, urinals, sinks, and dispensers are to be cleaned, polished, and sanitized.
- (8) Tile floors are to be damp mopped and sanitized using a detergent-disinfectant.
- (9) Any graffiti that will scrub off is to be removed.
- (10) Toilets and urinals are to be thoroughly cleaned and sanitized on the inside and on the outside.

b. WEEKLY

- (1) Walls and floor tiles are to be washed and sanitized.
- (2) Metal partitions and railings are to be washed and sanitized.
- (3) Doors and jambs are to be damp-wiped and cleaned.
- (4) Lime and scale buildup is to be removed from plumbing fixtures.
- (5) All resilient tiles are to be spray-buffed to restore a “just waxed” look.

c. MONTHLY

- (1) Air returns, vents, and areas around vents are to be brushed and vacuumed at least monthly or more often if needed.
- (2) All high areas, including walls and ceilings, are to be vacuumed, brushed, or dusted.

- (3) A coat of floor finish is to be applied on resilient flooring where spray buffing will not bring back a “just waxed” look. Resilient tile floors are to be refinished where a wax buildup or a yellowing appearance is present. Refinishing is not necessary if the application of a coat of wax will return the clear, clean appearance.

3. EMPLOYEE’S LOUNGE

a. DAILY

- (1) Tabletops are to be washed and sanitized; chair seats and backs are to be damp cleaned.
- (2) Ashtrays are to be emptied and damp cleaned.
- (3) All mirror or glass surfaces are to be spot cleaned.
- (4) All carpeted areas are to be vacuumed thoroughly.
- (5) All resilient flooring areas are to be swept and damp mopped.
- (6) Trash receptacles are to be emptied, damp wiped, and correct sized liners replaced, and areas surrounding trash receptacles cleaned.
- (7) Sink and outside of appliances are to be cleaned without disturbing any dishes or moving food items. If dishes are in sink, cleaning of the sink must be omitted.
- (8) All other frequencies are the same as under GENERAL OFFICE AND PUBLIC AREA.
- (9) Hand soap and paper towel dispensers are to be refilled to full capacity.

**Requirements**

*This procedure requires Assistant Manager of HSP approval and will be distributed to employees by their supervisor, a copy of the SOP will be provided to the Department head and the Assistant Director of RPM.*

**Document Control**

*Requests for interpretation of this Standard Operating Procedure and suggestions for changes should be addressed to the Assistant Manager of HSP.*

**INSTRUCTIONS FOR COMPLETING THE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

**Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

**General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

**Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

**Business Entity Type** – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

**Non-Profit Organization (NPO)** - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

**Business Designation Group** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

**Minority Owned Business Enterprise (MBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

**Women Owned Business Enterprise (WBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

**Physically-Challenged Business Enterprise (PBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

**Small Business Enterprise (SBE):**

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

**Corporate/Business Address, Business Telephone, Business Fax, and Email** – Enter the street address, telephone and fax numbers, and email of the named business entity.

**Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

**Number of Clark County Nevada Residents employed by this firm.**

**List of Owners/Officers** – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

**For All Contracts – (Not required for publicly-traded corporations)**

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

**Signature and Print Name** – Requires signature of an authorized representative and the date signed.

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise			
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:			Website:			
City, State and Zip Code:			POC Name and Email:			
Telephone No:			Fax No:			
Local Street Address:			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name Email:			
Number of Clark County Nevada Residents Employed:						

**All entities**, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

**Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors** in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

**Entities** include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

*This section is not required for publicly-traded corporations.*

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 

Yes     No    (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 

Yes     No    (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

\* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

***For County Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

- Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes  No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

**DISCLOSURE OF RELATIONSHIP**

***For County Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

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Notes/Comments:

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name  
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Signature

\_\_\_\_\_

Print Name  
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