

CLARK COUNTY, NEVADA

INVITATION TO BID

BID NO. 603207-13

ANNUAL REQUIREMENTS CONTRACT FOR LANDSCAPE AND GROUNDS MAINTENANCE FOR THE CLARK COUNTY GOVERNMENT CENTER

The bid 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. 603207 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-bid Conference will be held on **FRIDAY, JANUARY 24, 2014** at **9:30 a.m.**, at the Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, Nevada 89106. If your firm is unfamiliar with the County Bid Submittal procedures and would like to obtain training on the submittal process for this Bid, please contact Adriane Garcia, Purchasing Analyst, at (702) 455-2733 no later than **THURSDAY, JANUARY 23, 2014**, and a training session will be provided immediately following the pre-bid conference referenced above.

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

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

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TABLE OF CONTENTS

TABLE OF CONTENTS	i
INSTRUCTIONS TO BIDDERS	I-1
GENERAL CONDITIONS	II-1
SPECIAL CONDITIONS	III-1
QUALIFICATION CLAUSES	III-1
DELIVERY CLAUSES	III-2
LABOR CLAUSES	III-2
PERFORMANCE CLAUSES	III-3
SERVICE SPECIFICATIONS.....	IV-1
BID FORM	V-1
SUBCONTRACTOR INFORMATION	ATTACHMENT 1
CONTRACT REQUIREMENTS AND FORMS	ATTACHMENT 2
INSURANCE REQUIREMENTS	2-1
CERTIFICATE OF INSURANCE FORM	2-4
ENDORSEMENT FORM	2-5
AFFIDAVIT.....	ATTACHMENT 3
ANNUAL PERFORMANCE BOND	ATTACHMENT 4
DISTRIBUTION OF LINE ITEM PRICE	ATTACHMENT 5
DISCLOSURE OF OWNERSHIP/PRINCIPALS.....	ATTACHED

I – INSTRUCTION TO BIDDERS

BID NO. 603207-13

ANNUAL REQUIREMENTS CONTRACT FOR LANDSCAPE AND GROUNDS MAINTENANCE FOR THE CLARK COUNTY GOVERNMENT CENTER

1. INTENT OF INVITATION

In accordance with the terms and conditions provided in this bid document, it is the intent of this formal Invitation to Bid to receive bids from qualified Bidders for the items specified in this document.

2. DEFINITIONS

- A. **Addendum:** A written document issued by COUNTY, via the Purchasing and Contracts Division, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.
- B. **BCC:** The Clark County Board of County Commissioners.
- C. **Bid (Bidder):** An offer, in response to a solicitation by COUNTY, to supply goods or services at a specific price and within a specified time period.
- D. **Bid (COUNTY):** A competitive solicitation by COUNTY to procure goods or services in accordance with Nevada Revised Statutes (NRS) 332.
- E. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to COUNTY with the required information for evaluation of the bid, in correct format and sequence. Bid pages are identified herein as "Bid Form" and contain a black line in the right margin.
- F. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- G. **Bidder(s):** A supplier who submits a bid to COUNTY.
- H. **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.
- I. **CONTRACT:** Contract documents include the Bidding Documents, SUCCESSFUL BIDDER'S Bid Form, all Addenda, SUCCESSFUL BIDDER'S bonds and insurance and Notice of Award letter.
- J. **COUNTY:** The term used throughout these documents to mean County of Clark, Nevada.
- K. **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.
- L. **Governing Body:** Used throughout these documents to mean the Clark County Board of Commissioners.
- M. **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.
- N. **Purchasing Administrator:** The Clark County Purchasing Administrator or their designee responsible for the Purchasing and Contracts Division.
- O. **Purchase Order:** The formal authorization by COUNTY for seller to provide goods or services to COUNTY. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- P. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.
- Q. **Service Call:** To include additional grounds and landscaping services. Service shall also include after hours call outs as required by COUNTY.
- R. **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.

3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Adriane Garcia, Purchasing Analyst, telephone number (702) 455-2733 or the Purchasing and Contracts Front Desk at (702) 455-2897. After award, the designated contact will be Darren Daniels, Operations Manager, Real Property Management, telephone number (702) 455-2980.

4. CONTACT WITH COUNTY DURING BIDDING PROCESS

Communication between a Bidder and a member of the BCC, or between a Bidder and a non-designated COUNTY contact, regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.

5. PREBID CONFERENCE

A pre-bid conference is being held for this bid. The intent of the pre-bid conference is to review the entire bid document and answer any questions Bidders may have.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this bid, a written Addendum will be issued by COUNTY. COUNTY shall not be bound by any oral representations, clarifications, or changes made in the written requirements or specifications by COUNTY'S employees, unless such clarification or change is provided by COUNTY in written addendum form from the Purchasing and Contracts Division.
- B. Bidder(s) shall take no advantage of any apparent error or omission in the Bidding Documents. In the event Bidder(s) discover such an error or omission, they shall immediately notify COUNTY. COUNTY will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents through the issuance of an Addendum.
- C. Addenda shall be available via mail, certified mail, fax, online or pick up by all prospective Bidders.
- D. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

7. DOCUMENT REVIEW

Bidders may visit the Purchasing and Contracts Division, during normal business hours, to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Public Records" clause in the General Conditions section of this bid. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 455-2897 and request the Purchasing Front Desk to schedule your appointment.

8. PREPARATION OF FORMS

All bids must be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and may be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the bid form.

In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the total will be corrected accordingly. Mathematical errors in the Bid shall be corrected by COUNTY. If there is no cost for a unit price, the Bidder **MUST** enter "0" or write the words "NO COST."

9. BID DOCUMENTS NECESSARY FOR SUBMITTAL

Bid Form, all required attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

10. SUBCONTRACTOR INFORMATION

Bidders should submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) and Nevada Business Enterprise (NBE) subcontractors for CONTRACT utilizing **Attachment 1**. The information provided in **Attachment 1** by Bidder is for COUNTY'S information only.

Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government Center

If there are any questions regarding **Attachment 1**, please contact Adleen Stidhum at telephone number (702) 455-7155.

11. ORDER QUANTITIES AND UNIT PRICING

Unit pricing for the items listed in this bid shall be reflective of the unit of measure of "each." This bid expressly prohibits "minimum order quantity" practices. All invoices shall reflect the pricing for the exact quantities received.

12. DISCOUNT TERMS OF PAYMENT

Terms of payment, as listed on the Bid Form, shall be defined as the amount of discount offered by Bidder to COUNTY if payment is made within a specified time frame.

Examples:

Terms of Payment: 2%, Net thirty (30) Calendar Days.

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

Terms of Payment: 0%, Net thirty (30) Calendar Days.

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

No prompt payment discount will be considered by COUNTY in the bid evaluation process unless the discount period offered by Bidder is thirty (30) calendar days or more.

13. DEVIATIONS TO TERMS AND CONDITIONS OR SPECIFICATIONS

Any additional agreements, terms, conditions, or exceptions to the bid requirements or specifications that are submitted with Bidder's Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection.

14. DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for a period of ninety (90) calendar days after the date of bid opening in order to allow COUNTY to evaluate and consider award, unless the offer is further extended in writing and agreed upon by both parties.

15. BIDDER'S REPRESENTATION

Each Bidder by submitting their Bid represents that:

- A. Bidder has read and understands the Bidding Documents and asserts that its bid is made in accordance therewith and shall be considered a firm offer for a period of ninety (90) calendar days following the opening of bids. The Bidder's offer may expire at the end of the ninety (90) calendar day period.
- B. Bidder has visited the project site and is familiar with the local conditions under which the work is to be performed.
- C. **Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued; Bidder shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.**

16. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title. Bidders are requested to submit one (1) original and one (1) copy of the Bid Form and one (1) copy of all requested attachments unless otherwise specified. No responsibility will attach to COUNTY, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids 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 ELECTRONICALLY SUBMITTED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailling instructions for bids:

<u>HAND DELIVERY</u>	<u>U.S. MAIL DELIVERY</u>	<u>EXPRESS DELIVERY</u>
Clark County Government Center	Clark County Government Center	Clark County Government Center
Purchasing and Contracts Division, 4th Floor	Attn: Purchasing and Contracts, 4th Floor	Attn: Purchasing and Contracts, 4th Floor
500 South Grand Central Parkway	500 South Grand Central Parkway	500 South Grand Central Parkway
Las Vegas, Nevada 89106	P.O. Box 551217 Las Vegas, Nevada 89155-1217	Las Vegas, Nevada 89106

Regardless of the method used for delivery, Bidder shall be wholly responsible for the timely delivery of its bid. Overnight Mail must use the EXPRESS DELIVERY instructions.

Any bids submitted via a third party courier must be sealed in a separate envelope from courier's packaging to allow for proper recording of receipt.

Bidders and other interested parties are invited to attend the bid opening.

17. COST TO PREPARE AND SUBMIT RESPONSE

All costs incurred in the preparation and submission of responses to this Invitation to Bid shall be the responsibility of the Bidder.

18. WITHDRAWAL OF BID

A. Before Bid Opening

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing Analyst in writing, or a bid release form has been properly completed and submitted to the Purchasing and Contracts Division reception desk. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

B. After the Bid Opening

All responsive and responsible bids received are considered firm offers for a period of ninety (90) calendar days. Bidder's offer will expire after ninety (90) calendar days unless the offer is further extended in writing by Bidder and agreed upon by both parties. If Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

19. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of CONTRACT, and other objective and accountable factors which are reasonable. COUNTY has the option to accept additional promotional specials, discounts or trade-in allowances offered by SUCCESSFUL BIDDER during the term of CONTRACT but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.065.3, COUNTY may re-award CONTRACT if SUCCESSFUL BIDDER is found to be in breach of contract. Re-awarding the CONTRACT by COUNTY is not a waiver of any liability of the initial Bidder awarded CONTRACT.

20. REJECTION OF BID

COUNTY reserves the right to reject any and all bids received by reason of this request. COUNTY reserves the right to waive any minor informality or irregularity.

21. DISQUALIFICATION OF BIDDERS

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

A. Failure to use the specified Bid Form furnished by COUNTY.

Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government Center

- B. Lack of signature by an authorized representative.
- C. Failure to properly complete the Bid Form.
- D. Evidence of collusion among Bidders.
- E. Unauthorized alteration to content of the Bid Form.
- F. Failure to acknowledge all addenda issued.

22. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two (2) or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and COUNTY can justify awarding to Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the Instruction to Bidders. When a drawing is necessary, Bidder(s) involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

23. NOTIFICATION OF INTENT TO AWARD

COUNTY will issue to all Bidders a formal letter of "Notification of Intent to Award." This notice will confirm COUNTY'S determination of the lowest responsive and responsible Bidder.

24. PROTESTS

- A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Purchasing Analyst, within five (5) business days after COUNTY issued a "Notification of Intent to Award" letter. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Analyst will issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Purchasing Administrator its written notice of intent to appeal the decision to the BCC. The Purchasing Administrator or their designee will notify the protestor of the date they may appear to present their appeal to the BCC. Protestor MUST submit to the Purchasing Administrator fifteen (15) copies of any documents protestor intends to present to the BCC and all documents MUST be submitted ten (10) calendar days prior to the BCC meeting. The decision of the BCC will be final. The BCC is not required to consider protests unless this procedure is followed.
- B. Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to COUNTY who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:
 - (1) 25% of the total value of the bid submitted by Bidder filing the notice of protest; or
 - (2) \$250,000
- C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BCC makes a determination on the protest.
- D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BCC has made a determination on the protest and awards CONTRACT.
- E. Neither the BCC nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.
- F. If the protest is upheld by the BCC, the bond posted or other security submitted with the notice of protest must be returned to Bidder who posted the bond or submitted the security. If the protest is rejected by the BCC, COUNTY may make a claim against the bond or other security in an equal amount to the expenses incurred by COUNTY because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

25. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder grand total contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by COUNTY. Bidders must bid on all items to be considered responsive.

Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government Center

26. LETTER OF AWARD

Award of this bid will be by "Letter of Award" issued by the Purchasing Analyst. CONTRACT shall include this Bid Document, any associated Addendums, and the Bid Form as signed by SUCCESSFUL BIDDER.

27. INITIAL TERM

The initial term of CONTRACT shall be from date of award through December 31, 2014.

28. CONTRACT RENEWAL

COUNTY reserves the option to renew CONTRACT for an additional three (3), one-year period(s) from its expiration date.

29. CONTRACT EXTENSION

COUNTY reserves the option to temporarily extend CONTRACT for up to ninety (90) calendar days from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

30. INSURANCE

SUCCESSFUL BIDDER shall carry Commercial General Liability and Automobile Liability Insurance, in the amount of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate during the term of CONTRACT.

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate 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, unless SUCCESSFUL BIDDER is a Sole Proprietor and shall be required to submit an affidavit **Attachment 3** indicating that it has not elected 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.

SUCCESSFUL BIDDER shall include the cost of the insurance coverage in its bid price(s). SUCCESSFUL BIDDER shall provide COUNTY with proof of insurance as specified within ten (10) business days after COUNTY request.

SUCCESSFUL BIDDER shall obtain and maintain the insurance coverage required in **Attachment 2**, incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in **Attachment 2**. All Bidders shall include the cost of the insurance coverage in their bid price(s).

31. FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.

32. ANNUAL PERFORMANCE BOND

Prior to execution of CONTRACT, SUCCESSFUL BIDDER shall furnish an "Annual Performance Bond" in the amount of \$20,000. SUCCESSFUL BIDDER shall pay all premiums and costs of bonds. **The performance bond shall be written on the form provided by the COUNTY Attachment 4.** SUCCESSFUL BIDDER shall require the attorney-in fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of their power of attorney. **The performance bond prepared by an appointed agent of insurance per the provisions of Nevada Revised Statutes Chapter 683A.** The performance bond must be issued by a certified surety who is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570, Current Revision) or companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies.

The performance bond for CONTRACT renewal years after the initial CONTRACT term shall be provided to COUNTY by SUCCESSFUL BIDDER and Surety jointly no less than thirty (30) calendar days prior to the expiration of the previous bond.

If a "Continuation Certificate" or a new performance bond in lieu of a "Continuation Certificate" is not provided as required, COUNTY may suspend performance immediately following the expiration of the current performance bond with no compensation due to SUCCESSFUL BIDDER and invoke liquidated damages or terminate CONTRACT.

The performance bond shall be sent to the Purchasing and Contracts Division, Attention: Insurance Coordinator, **no later than ten (10) business days after COUNTY'S request.** See the "Submission of Bids" clause in the Instruction to bidders section of this bid for the appropriate mailing address.

33. LIQUIDATED DAMAGES - INSURANCE / PERFORMANCE BOND SUBMITTAL

If SUCCESSFUL BIDDER does not provide the insurance or performance bond submittals on or before the 10th business day, SUCCESSFUL BIDDER will pay over to COUNTY the amount of \$100 per calendar day as liquidated damages. If SUCCESSFUL BIDDER does not keep the insurance policy or performance bond in effect or allows them to lapse, SUCCESSFUL BIDDER will pay over to COUNTY the amount of \$100 per calendar day as liquidated damages.

34. OPERATIONAL SYSTEMS

SUCCESSFUL BIDDER shall furnish a completely operational system whether or not all items necessary to make the system operational are specified.

35. ADDITIONAL BUILDINGS OR FACILITIES

Additional buildings or facilities may be added to CONTRACT by COUNTY. This shall include newly acquired or constructed building / facilities, after the manufacturer's warranty or new construction warranty has expired.

36. ADDITIONAL REQUIREMENTS

Although particular COUNTY departments may be identified in the solicitation, unless otherwise documented in CONTRACT, other COUNTY departments may utilize the resulting CONTRACT upon approval by COUNTY Purchasing and Contracts Division. Each COUNTY Department or Division will issue a separate identifying Purchase Order.

37. COOPERATION BY SUCCESSFUL BIDDER(S)

SUCCESSFUL BIDDER may be required to cooperate or coordinate with other trades performing services on COUNTY'S property. This cooperation or coordination shall be deemed as part of SUCCESSFUL BIDDER'S performance under CONTRACT.

38. PRICE ADJUSTMENT REQUESTS

Commencing on date of award, prices shall not be subject to change during the initial Contract term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of SUCCESSFUL BIDDER'S expectation of price increase commencement, to the Clark County, Nevada, Administrative Services Department, Purchasing Administrator, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if SUCCESSFUL BIDDER has been notified in writing of COUNTY'S approval of the new Price(s). Only one (1) written price adjustment request(s) will be accepted from SUCCESSFUL BIDDER per one (1) year term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

Consumer Price Index (CPI) CWURA400SAS will be used as the index for price adjustments requested for labor. Producer Price Indexes (PPI) WPU10740813, WPU06530106, PCU3253, WPU06, and WPU07210603, all not seasonally adjusted, will be used as the indexes for price adjustments requested for materials. The price adjustment requested per year may be the lesser of the percent of CPI or PPI change or three (3) percent for an increase or decrease.

Suitable Proof:

Print-out of CPI or PPI index applicable and calculated increase, Letter from Manufacturer/ Distributor, and negotiated labor agreement applicable.

Discontinued Price Index: Should the above-reference price index be discontinued or otherwise no longer be published by the U.S. Bureau of Labor Statistics, a similar index may be mutually agreed to in writing by both parties.

Fixed Price:

Increases will apply only to products or services affected by an increase in a raw material, labor, or another like cost factor and will be verified against the applicable CPI or PPI index.

❑ **Drastic Market Conditions**

Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of CONTRACT, COUNTY may consider these increases in addition to the allowed increases, providing SUCCESSFUL BIDDER submits written documentation and suitable proof by line item to COUNTY requesting permission and explaining in detail the unforeseen circumstances predicating the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the last price increase, to the date of performance by an amount exceeding ten (10) percent. General industry correspondence with regards to market conditions are not suitable proof.

❑ **Price Decrease**

COUNTY shall receive the benefit of a price decrease to any line item at any time during the initial Contract term and for any subsequent term(s) if the decrease exceeds ten (10) percent of CONTRACT price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that SUCCESSFUL BIDDER has not passed the decrease on to COUNTY, COUNTY reserves the right to place SUCCESSFUL BIDDER in default, terminate CONTRACT, and such actions will reflect adversely against SUCCESSFUL BIDDER in determining the responsibility and non-responsibility of SUCCESSFUL BIDDER in future opportunities.

❑ **Distribution of Line Items Attachment 5**

If the price of an individual line item contains more than one element (i.e. labor, product or transportation) the Distribution of Line Item Price Form shall be completed for that line.

❑ **Multiple Line Items**

When multiple line items exist, the price adjustment must be justified on a line-by-line basis, not on the grand total.

39. STATE OF NEVADA LEGAL HOLIDAYS

SUCCESSFUL BIDDER is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31st falls on Friday.

- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Nevada Admission Day
- Veteran's Day
- Thanksgiving Day and the Friday After
- Christmas Day
- New Year's Day

SUCCESSFUL BIDDER is required to verify dates with COUNTY'S representative prior to the commencement of work.

II -GENERAL CONDITIONS

BID NO. 603207-13

ANNUAL REQUIREMENTS CONTRACT FOR LANDSCAPE AND GROUNDS MAINTENANCE FOR THE CLARK COUNTY GOVERNMENT CENTER

1. ASSIGNMENT OF CONTRACTUAL RIGHTS

SUCCESSFUL BIDDER will not assign, transfer, convey or otherwise dispose of CONTRACT or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of COUNTY and any sureties.

2. AUDITS

The performance of CONTRACT by SUCCESSFUL BIDDER is subject to review by COUNTY to insure CONTRACT compliance. SUCCESSFUL BIDDER agrees to provide COUNTY any and all information requested that relates to the performance of CONTRACT. All requests for information will be in writing to SUCCESSFUL BIDDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension or termination of CONTRACT.

3. AUTHORITY

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

4. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. In accordance with NRS 239.010, Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, may be returned to Bidder and may not be considered for award.

5. CLARK COUNTY'S PROPERTY

All property owned by COUNTY and furnished to SUCCESSFUL BIDDER for the purpose of performance under this Bid will be identified and marked as COUNTY'S property and adequately insured by SUCCESSFUL BIDDER for COUNTY'S protection. In the event that COUNTY'S property becomes lost or damaged to any extent while in SUCCESSFUL BIDDER'S possession from any cause, including faulty workmanship or negligent acts by SUCCESSFUL BIDDER, its agents or its employees, SUCCESSFUL BIDDER agrees to replace such property or reimburse COUNTY for the value or expense of replacement, whichever is greater, in accordance with COUNTY request.

6. COLLECTION AND PAYMENT OF SALES TAX

In accordance with NRS 372.123, any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

7. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

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

8. CONSUMPTION ESTIMATES

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

9. CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, COUNTY reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of SUCCESSFUL BIDDER'S obligations under CONTRACT, in whatever manner COUNTY determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to CONTRACT be made during CONTRACT term, a written amendment detailing those elements shall be executed by SUCCESSFUL BIDDER and the BCC or their authorized representative.

10. DISCLOSURE OF OWNERSHIP / PRINCIPALS

Any Bidder recommended for award of CONTRACT by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form shall be submitted to COUNTY within twenty-four (24) hours after request. Failure to fill out the subject form by Bidders shall be cause for rejection of the bid.

11. DRUG-FREE WORKPLACE

SUCCESSFUL BIDDER agrees to comply with all applicable state and federal laws regarding a drug-free workplace. SUCCESSFUL BIDDER shall make a good faith effort to ensure that all of its employees, while working on COUNTY property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

12. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, SUCCESSFUL BIDDER agrees that it will not employ unauthorized aliens in the performance of CONTRACT.

13. FEDERAL, STATE, LOCAL LAWS

All Bidders shall comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

14. FISCAL FUNDING OUT

COUNTY reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If COUNTY does not allocate funds to continue the purchase of the product or service, in accordance with NRS 354.626, CONTRACT shall be terminated when appropriated funds expire.

15. FORCE MAJEURE

SUCCESSFUL BIDDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. SUCCESSFUL BIDDER shall provide COUNTY satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

16. GOVERNING LAW/VENUE OF ACTION [GOODS, SERVICES]

CONTRACT shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

17. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The bidding and CONTRACT documents include various divisions, sections, and conditions which are essential parts for the work to be provided by SUCCESSFUL BIDDER. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work. In case of discrepancy, the following precedence will govern:

- A. Amendment
- B. General Conditions
- C. Addenda
- D. Instructions to Bidders
- E. Federal Requirements (If Applicable)
- F. Special Conditions
- G. Technical Specifications

Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government Center

18. INDEMNITY

SUCCESSFUL BIDDER agrees, by entering into CONTRACT, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold COUNTY harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of SUCCESSFUL BIDDER or its principals, employees, subcontractors or other agents while performing services under CONTRACT. SUCCESSFUL BIDDER shall indemnify, defend, and hold harmless COUNTY for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

19. INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 COUNTY shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date SUCCESSFUL BIDDER provides goods, performs services, or provides deliverables or milestones.

All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state, and zip code)
- C. Telephone Number
- D. Contact Person
- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. Clark County Purchase Order Number
- G. Company's Tax Identification Number
- H. Bid Number
- I. Itemized pricing and total amount due (excluding Sales and Use Tax)
- J. Percentage Discounts/ Payment Terms (if offered)
- K. Company's Invoice Number
- L. Clark County Work Order Number(s)

SUCCESSFUL BIDDER is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

20. INVOICE AUDITS

SUCCESSFUL BIDDER shall provide to COUNTY, within ten (10) business days of COUNTY'S request, a report to validate that the price(s) charged are in accordance with the price(s) offered on SUCCESSFUL BIDDER'S Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by COUNTY'S using department(s) and Internal Audit Department. Discrepancies found in the report will require SUCCESSFUL BIDDER to update the report no later than five (5) business days after notification by COUNTY. In the event that SUCCESSFUL BIDDER undercharged COUNTY, COUNTY shall reimburse SUCCESSFUL BIDDER within ten (10) business days. In the event that SUCCESSFUL BIDDER overcharged COUNTY, SUCCESSFUL BIDDER shall reimburse COUNTY within ten (10) business days. If overcharges are found, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

21. NON-DISCRIMINATION

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

22. NON-ENDORSEMENT

As a result of the selection of SUCCESSFUL BIDDER to supply goods or services, COUNTY is neither endorsing nor suggesting that SUCCESSFUL BIDDER'S service is the best or only solution. SUCCESSFUL BIDDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

23. OUT OF STATE SUPPLIERS

Out of state suppliers shall accept collect calls or provide a toll free telephone number for the placement of orders.

24. PARTIAL PAYMENTS

Partial payment requests will be accepted only at the sole discretion of COUNTY.

25. PATENT INDEMNITY

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

B. SUCCESSFUL BIDDER shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of CONTRACT.

26. PUBLIC RECORDS

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.

27. PURCHASE ORDERS

The Purchasing and Contracts Division will issue a purchase order(s) which will authorize SUCCESSFUL BIDDER to deliver and invoice for the product(s) or service(s) offered.

28. RIGHT OF INSPECTION AND REJECTION

All goods and services purchased under this bid will be subject to inspections, tests and approval/acceptance by COUNTY. It is acknowledged that many of the goods contained in closed packages may not be inspected until such time as they are used, and that the inspections and rejection rights will continue until those packages are opened and inspected, notwithstanding prior payment. If specifications or warranties are not met, material and equipment will be returned at SUCCESSFUL BIDDER'S expense. Nonconforming goods may be returned to SUCCESSFUL BIDDER freight collect at which time risk of loss will pass to SUCCESSFUL BIDDER upon COUNTY'S delivery to common carrier or retrieved by SUCCESSFUL BIDDER at which time risk of loss will pass to SUCCESSFUL BIDDER at time of retrieval.

29. SEVERABILITY

If any terms or provisions of CONTRACT shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of CONTRACT shall remain in full force and effect.

30. SUBCONTRACTS

Services specified in CONTRACT shall not be subcontracted by SUCCESSFUL BIDDER, without the written approval of COUNTY. Approval by COUNTY of SUCCESSFUL BIDDER'S request to subcontract or acceptance of or payment for subcontracted work by COUNTY shall not in any way relieve SUCCESSFUL BIDDER of responsibility for the professional and technical accuracy and adequacy of the services performed. SUCCESSFUL BIDDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of services performed under CONTRACT by SUCCESSFUL BIDDER'S subcontractor.

31. SUBCONTRACTOR / INDEPENDENT CONTRACTOR

SUCCESSFUL BIDDER represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. SUCCESSFUL BIDDER shall act as an independent SUCCESSFUL BIDDER and not as the agent of COUNTY in performing CONTRACT. SUCCESSFUL BIDDER shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in CONTRACT or any subcontract awarded by SUCCESSFUL BIDDER shall create any contractual relationship between any such Subcontractor and COUNTY. SUCCESSFUL BIDDER shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

32. SUSPENSION BY THE COUNTY FOR CONVENIENCE

- A. COUNTY may, without cause, order SUCCESSFUL BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as COUNTY may determine.
- B. In the event COUNTY suspends performance of SUCCESSFUL BIDDER for an aggregate period in excess of sixty (60) calendar days, SUCCESSFUL BIDDER shall be entitled to an equitable adjustment of the compensation payable to SUCCESSFUL BIDDER under this Bid to reimburse SUCCESSFUL BIDDER for additional costs occasioned as a result of such suspension of performance by COUNTY. Equitable adjustment shall be based on appropriated funds and approval by COUNTY.
- C. No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which SUCCESSFUL BIDDER is responsible.

33. TAXES

COUNTY is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000028). A copy of the tax exempt letter is available upon request. The bid price(s) must be net, exclusive of these taxes.

34. TERMINATION FOR CAUSE

If SUCCESSFUL BIDDER fails to perform in accordance with the agreed terms, conditions, or warranties applicable to CONTRACT, COUNTY may **immediately** terminate all or part of CONTRACT upon written notice of intent to terminate without any liability by COUNTY to SUCCESSFUL BIDDER. In the event of termination for cause, COUNTY may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as COUNTY may deem appropriate and SUCCESSFUL BIDDER shall be liable to COUNTY for any excess cost or other expenses incurred by COUNTY.

35. TERMINATION FOR CONVENIENCE

COUNTY reserves the right to terminate CONTRACT in whole or part at any time whenever COUNTY shall determine that such a termination is in the best interest of COUNTY without penalty or recourse upon thirty (30) calendar days written notice of intent to terminate. In the event that COUNTY elects to terminate CONTRACT, the termination request will be submitted to the BCC or the Clark County Administrative Services Department for approval.

36. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to COUNTY until material is delivered to the specific location, quantities are verified, and the material is inspected for damage or service is completed as specified.

37. USE BY OTHER GOVERNMENT ENTITIES

Nevada Revised Statutes 332.195 allows local governments to join or use the contracts of other local governments or the State of Nevada, with the authorization of contracting Supplier.

38. WARRANTY

SUCCESSFUL BIDDER warrants that the goods and services covered under this bid will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. SUCCESSFUL BIDDER shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment or materials or for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by COUNTY, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.

III - SPECIAL CONDITIONS

BID NO. 603207-13

ANNUAL REQUIREMENTS CONTRACT FOR LANDSCAPE AND GROUNDS MAINTENANCE FOR THE CLARK COUNTY GOVERNMENT CENTER

1. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

Apparent low Bidder shall furnish the following information and documents within twenty-four (24) hours of COUNTY'S request:

- A. SUCCESSFUL BIDDER shall designate a Project Manager to provide contract management and oversight. Provide name, phone number and e-mail address of Project Manager. Should another Project Manager be assigned during the term of this CONTRACT, it is SUCCESSFUL BIDDER'S responsibility to notify COUNTY, in writing, within ten (10) calendar days of the change;
- B. Name, address and phone number of three (3) firms, including government agencies, in the Las Vegas, Nevada area (other than Clark County) for which SUCCESSFUL BIDDER is currently performing for or has performed services in like kind to those specified in this Bid; and
- C. Completed "Disclosure of Ownership" form.
- D. A copy of current applicable Clark County Business License
- E. Attachment 5, distribution of Line Item Pricing.

2. ENGLISH SPEAKING REPRESENTATIVE

COUNTY requires SUCCESSFUL BIDDER have one person capable of clear communication in the English language on site at all times during the hours that service is required. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

3. SERVICE WORKERS' BACKGROUND INVESTIGATION

Within ten (10) calendar days of award, SUCCESSFUL BIDDER shall provide COUNTY'S representative with a list of the names of all personnel who will be working at COUNTY'S facilities, including all of SUCCESSFUL BIDDER'S owners and officers.

SUCCESSFUL BIDDER'S employees working at COUNTY'S buildings or facilities must be able to pass a SCOPE and NCIC background check to perform work, as appropriate.

All record checks shall be available immediately upon request by COUNTY'S representative. Requests shall be dated no more than sixty (60) calendar days prior to request. COUNTY reserves the right to deny SUCCESSFUL BIDDER'S employee access to COUNTY'S site because of an unsatisfactory result on the SCOPE or NCIC background check of that employee. COUNTY further reserves the right to reject the low Bidder if Bidder's owner's or officer's record check is unacceptable.

After the Records Check has been given to COUNTY'S representative for review and has been approved by COUNTY, SUCCESSFUL BIDDER shall be responsible for supplying all personnel accessing COUNTY'S facilities, with a Clark County Supplier Identification Badge, which shall be worn in a visible place on the person at all times when on COUNTY'S property. Some facilities may require SUCCESSFUL BIDDER'S employees to swipe their badges for access. SUCCESSFUL BIDDER shall be responsible for obtaining new Record Checks and Clark County Supplier Identification Badge(s) for any new employee that will be assigned to accessing COUNTY'S facilities. The same protocol for approval applies. SUCCESSFUL BIDDER'S employees no longer assigned to perform services shall surrender their identification badge for immediate return to COUNTY for deactivation. SUCCESSFUL BIDDER shall be responsible for all fees associated with obtaining the badges and record checks. Clark County Supplier Identification badges and access cards remain the property of Clark County. Each is separately issued to an individual and cannot be shared or transferred. Misuse of identification and access cards may be cause for termination of CONTRACT.

Clark County Supplier Identification Badge is valid for only one (1) year from date of issue. SUCCESSFUL BIDDER'S employees shall contact designated representative to coordinate SCOPE and NCIC background checks and for Supplier Badge issuance annually. SUCCESSFUL BIDDER'S employees will not be allowed entry into COUNTY'S facilities with an expired Supplier Identification Badge.

Failure to follow this procedure may result in termination of CONTRACT.

4. SERVICE PROVIDER REQUIREMENTS

- A. SUCCESSFUL BIDDER'S employees performing under CONTRACT shall be qualified and fully capable to provide commercial landscape services to industry standard, using all reasonable care, and acceptable workman-like practices;
- B. SUCCESSFUL BIDDER'S employees assigned to perform under CONTRACT must have at least one (1) year of experience. Replacement employees must also meet the one (1) year of experience qualification unless SUCCESSFUL BIDDER receives a waiver in writing from COUNTY to approve an employee with less than one (1) year of experience;
- C. SUCCESSFUL BIDDER shall provide the name of a Certified Arborist that will be available to assist when tree problems arise and/or provide recommendation for removal or replacement upon request or as needed.
- D. SUCCESSFUL BIDDER is required to maintain all required licensing and certifications to provide services at all of COUNTY'S facilities contained herein.

5. LOCAL FACILITY

- A. Service Station

SUCCESSFUL BIDDER shall maintain a local facility. The facility shall be capable of dispatching personnel and housing or necessary equipment needed to provide service. Non-compliance with this Section may result in termination of CONTRACT.

6. F.O.B. DESTINATION - FREIGHT PRE-PAID

SUCCESSFUL BIDDER shall pay all freight charges. SUCCESSFUL BIDDER shall file all claims and bears all responsibility for the products from the point of origin to COUNTY'S destination. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.

7. INSTALLATION

SUCCESSFUL BIDDER shall be responsible for all installation, including the removal of all residual packing or shipping materials. If requested, an authorized factory representative for SUCCESSFUL BIDDER shall be present during installation, at no charge to COUNTY.

8. FAILURE TO DELIVER

In the event that SUCCESSFUL BIDDER fails to deliver the product or service in accordance with the terms and conditions of CONTRACT, COUNTY shall have the option to either terminate CONTRACT or temporarily procure the product or service from another supplier. If the product or service is procured from another supplier, SUCCESSFUL BIDDER shall pay to COUNTY any difference between the bid price and the price paid to the other supplier.

9. DAMAGED OR DEFECTIVE PRODUCTS

SUCCESSFUL BIDDER shall replace, at no cost to COUNTY, damaged or defective products within twenty-four (24) hours after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, SUCCESSFUL BIDDER shall pay COUNTY any difference between the bid price and the price paid to the other supplier.

10. HOURS OF SERVICE

- A. Normal business hours for SUCCESSFUL BIDDER'S Service Station shall include at minimum Monday through Friday, 6:00 a.m. to 5:00 p.m. PST.
- B. During the hours of hours of 6:00 a.m. to 2:30 p.m. PST, COUNTY'S Departments and SUCCESSFUL BIDDER shall coordinate service through COUNTY'S Richard Waller (702) 455-0512. During the hours of 2:30 p.m. to 5:00 p.m., service shall be coordinated with Wayne Wedlow (702) 455-8818 or other representative as designated by COUNTY. This is to ensure access to COUNTY'S facilities and the least disruption to COUNTY'S operations.
- C. At COUNTY's discretion, seasonal adjustments in the hours of the normal business day may be made at no additional cost to COUNTY.

11. BILLABLE HOURLY RATES

All labor rate line items in the Bid form are for the purposes of securing labor rates by which SUCCESSFUL BIDDER shall supply quotes for any services outside of SUCCESSFUL BIDDER'S responsibility or control under CONTRACT. All material quoted for these services shall be at a fixed rate of ten (10) percent above SUCCESSFUL BIDDER'S cost. SUCCESSFUL BIDDER shall present their purchase invoice for all materials listed in SUCCESSFUL BIDDER'S invoice. If materials are not specifically purchased for the work, but are taken from SUCCESSFUL BIDDER'S stock, cost to COUNTY for these materials shall be in accordance with RS Means Cost Data for the year

in which the materials are used. All labor quoted for these services shall be for actual time only. No minimum billing for labor or travel time shall be allowed.

12. LABOR

SUCCESSFUL BIDDER and all subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination. All work necessary to be performed after regular working hours on Sundays or legal holidays, shall be performed without additional expense to COUNTY.

13. REMOVAL OF EMPLOYEE

COUNTY reserves the right to request removal of any SUCCESSFUL BIDDER'S employee upon submitting proper justification, should such action be considered necessary to the best interests of COUNTY.

14. FURNISHING SUPERVISION OF EMPLOYEES

SUCCESSFUL BIDDER shall furnish, at SUCCESSFUL BIDDER'S expense, the supervision required to insure the necessary management of his personnel, and the functions involved in the specifications.

15. SAFETY REQUIREMENTS

The safety of SUCCESSFUL BIDDER'S employees or representatives and others in or around the area of repairs or maintenance is the responsibility of SUCCESSFUL BIDDER. SUCCESSFUL BIDDER, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. COUNTY will accept no responsibility or liability as a result of improper installation or workmanship. The immediate area, as well as equipment being maintained, will be clean and clear of safety hazards. Any hazard noticed by servicing personnel shall be immediately reported verbally, followed by a written statement to COUNTY'S representative. If barricades are needed to insure safety, the SUCCESSFUL BIDDER shall provide them at no cost to COUNTY.

16. RESPONSIBILITY FOR WORK SECURITY

- A. SUCCESSFUL BIDDER shall at all times conduct all operations under CONTRACT in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. SUCCESSFUL BIDDER shall promptly take all reasonable precautions, which are necessary and adequate against any conditions, which involve a risk of loss, theft or damage to its property, COUNTY'S property, and the work site. SUCCESSFUL BIDDER shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.
- B. SUCCESSFUL BIDDER shall comply with all applicable laws and regulations. SUCCESSFUL BIDDER shall cooperate with COUNTY on all security matters and shall promptly comply with any project security requirements established by COUNTY. Such compliance with these security requirements shall not relieve SUCCESSFUL BIDDER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner SUCCESSFUL BIDDER'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- C. SUCCESSFUL BIDDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to COUNTY in a timely manner.

17. PROHIBITED ACTIVITIES WHILE ON COUNTY'S PROPERTIES

The activities prohibited by SUCCESSFUL BIDDER'S employees during performance of services include but are not limited to the following: using COUNTY'S property and equipment (coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, computers, printers, fax machines, copy machines, etc.); eating COUNTY'S employees' food from the break rooms or elsewhere; placing personal or business, long distance and directory assistance phone calls. Being under the influence of or use of alcohol or drugs while on COUNTY'S property is prohibited.

18. INGRESS AND EGRESS OF FACILITIES

SUCCESSFUL BIDDER'S employees must notify COUNTY'S representative before entering and exiting any of COUNTY'S facilities to perform all services. SUCCESSFUL BIDDER will be provided with a list of COUNTY'S representatives for each of COUNTY'S facilities.

19. KEYS / ACCESS CARDS

SUCCESSFUL BIDDER shall have full responsibility for protection of all keys / access cards furnished to SUCCESSFUL BIDDER or SUCCESSFUL BIDDER'S employees. SUCCESSFUL BIDDER shall also be responsible for ensuring that COUNTY'S facilities are properly secured upon completion of performance of service, if such action is directed by COUNTY'S representative. SUCCESSFUL BIDDER shall be required to sign COUNTY'S form before the key(s) / access card (s) are issued and upon completion of CONTRACT or at COUNTY'S request shall surrender key(s)/ access card(s) and obtain documentation of compliance. Should SUCCESSFUL BIDDER fail to surrender all keys / access cards upon completion or termination of CONTRACT, SUCCESSFUL BIDDER shall be responsible for all costs associated with replacing these items.

20. DAMAGE TO COUNTY PROPERTY

SUCCESSFUL BIDDER shall perform all work in such manner that does not damage COUNTY property. In the event damage occurs to COUNTY property or adjacent property by reason of services performed under CONTRACT, SUCCESSFUL BIDDER shall replace or repair the same at no cost to COUNTY. If damage caused by SUCCESSFUL BIDDER has to be repaired or replaced by COUNTY, the cost of such work shall be deducted from monies due SUCCESSFUL BIDDER.

21. PERFORMANCE REQUIREMENTS

A. COUNTY considers SUCCESSFUL BIDDER to be an expert in the local, state and federal laws, regulations and codes applicable to the services described herein. When, in the opinion of SUCCESSFUL BIDDER, COUNTY is not in compliance with applicable laws, regulations, or codes, SUCCESSFUL BIDDER shall immediately notify COUNTY and make recommendations to bring the buildings, facilities or equipment up to standard. Furthermore the laws, regulations, and codes are to be recognized as a minimum allowable standard of such; and

B. All services performed, parts or material installed and equipment used in the performance of services under CONTRACT shall be subject to inspection and testing by COUNTY to insure compliance with CONTRACT and industry standard. SUCCESSFUL BIDDER shall not charge processing fees for any warranty related work.

Any services performed that are deemed by COUNTY not in conformity with the specifications of CONTRACT or industry standard shall require SUCCESSFUL BIDDER to perform services again within twenty-four (24) hours at no additional cost to COUNTY. Consistent sub-standard performance or quality of work may result in the termination of CONTRACT. Consistent sub-standard performance or lack of adherence to safety standards shall result in the permanent removal of SUCCESSFUL BIDDER'S employees from performing work on COUNTY'S property.

C. WORK ORDERS

SUCCESSFUL BIDDER shall be issued work orders by COUNTY Real Property Management Operations Division's Help Desk. The work order in conjunction with a valid purchase order shall serve as CONTRACTOR'S authorization to perform services. Preventative Maintenance work orders shall be issued for the performance of services in accordance with the Service Specifications contained herein as well as the Preventative Maintenance Work Plan developed by SUCCESSFUL BIDDER.

In the event additional services or repairs outside of those listed in the Service Specifications are required, SUCCESSFUL BIDDER shall provide COUNTY'S authorized representative with a quote for the services in accordance with the labor rates and material costs structure contained herein. Upon approval, COUNTY'S authorized representative will have a separate corrective work order issued authorizing the additional service(s) or repair(s) to be performed. After completion of ALL services, SUCCESSFUL BIDDER shall submit a copy of the completed work order(s) as back up to their invoice. The completed work order(s) shall consist of the notes indicating service(s) / repair(s) performed, the actual amount of time (hours/minutes) required to complete the service(s) / repair(s), date, name of technician, and any other pertinent information. All notes on work order form shall be comprehensive and legible. If work order contains illegible notes, a delay in the processing of invoices for payment may occur. All work orders shall be submitted to COUNTY within forty-eight (48) hours of completing services or repairs.

22. NORMAL RESPONSE TIME

Response time to be on site, for call-out or call-back services shall be within two (2) hours from the time of COUNTY'S designated representative's call to the 24-hour service. If requested at time of call out or call back, SUCCESSFUL BIDDER'S representative shall provide an estimated time of arrival to COUNTY'S designated representative.

COUNTY will provide SUCCESSFUL BIDDER with a list of designated COUNTY'S employees authorized to request after hour services.

23. EMERGENCY SERVICES

- A. Call out services shall be available on a twenty-four (24) hour basis.
- B. SUCCESSFUL BIDDER shall have twenty-four (24) hours per day, seven (7) days per week answering service, 365 days a year. SUCCESSFUL BIDDER'S representative shall contact COUNTY'S designated representative within sixty (60) minutes to acknowledge receipt of emergency call back.
- C. SUCCESSFUL BIDDER shall complete service calls or repairs within four (4) hours after being notified by COUNTY that a building or facility requires service. If service call or repair cannot be completed within four (4) hours, SUCCESSFUL BIDDER shall notify COUNTY in writing to include estimated time of completion. In these instances, COUNTY reserves the right to procure services from another Supplier. Any additional costs incurred by COUNTY above and beyond SUCCESSFUL BIDDER'S price will be credited to COUNTY on SUCCESSFUL BIDDER'S next invoice.
- D. SUCCESSFUL BIDDER shall ensure that should service call or repair not be completed in a timely manner, SUCCESSFUL BIDDER shall secure the building or facility until such a time as repair / services can be completed. At all times, SUCCESSFUL BIDDER shall notify COUNTY'S representative prior to leaving COUNTY'S premises of actions taken.

24. BUILDING SECURITY

SUCCESSFUL BIDDER shall be responsible for securing all buildings, offices, and facilities at the time of their service. Failure to comply shall make SUCCESSFUL BIDDER responsible for all losses of COUNTY property.

25. ENFORCEMENT OF "LOCK-DOOR" POLICY

All locked doors are to remain locked at all times. SUCCESSFUL BIDDER'S employees are not allowed to open any doors for anyone.

26. CORRECT USE OF ALARM SYSTEM

At the time the alarm codes are furnished to SUCCESSFUL BIDDER, COUNTY will give instructions to SUCCESSFUL BIDDER as to the proper use and procedures of the alarm system. After that time, SUCCESSFUL BIDDER shall be responsible for the proper utilization of the alarm system during the time they are performing any after hours services. In the event the alarm is activated through the negligence of SUCCESSFUL BIDDER, any charges billed to COUNTY for the false alarm shall be charged back to SUCCESSFUL BIDDER in the form of a credit against their monthly invoice.

27. PROTECTION OF KEYS AND ALARM CODES

One set of keys will be provided to SUCCESSFUL BIDDER by COUNTY. SUCCESSFUL BIDDER shall be fully responsible for the protection of keys and alarm codes. If services at the site are performed after hours, SUCCESSFUL BIDDER shall be responsible for properly locking the building and to properly set the alarm system.

COUNTY must be notified immediately upon the termination for any reason of an employee performing work under CONTRACT. Should the set of keys allotted to SUCCESSFUL BIDDER become lost or stolen, or otherwise compromised, SUCCESSFUL BIDDER shall notify COUNTY immediately. COUNTY reserves the right to have the corresponding locks re-keyed and the alarm codes changed at SUCCESSFUL BIDDER'S expense.

28. INVOICING REQUIREMENT

This Bid may represent the requirements from numerous COUNTY departments. Each using department will issue individual Purchase Orders dictating contact information and any additional invoicing requirements. All Purchase Orders sent to SUCCESSFUL BIDDER will identify the department or division for which supplies and services are required and list the location where associated invoices shall be sent.

SUCCESSFUL BIDDER shall comply with the invoice requirements contained in the General Conditions of this bid. SUCCESSFUL BIDDER shall be aware that per NRS 244.250, COUNTY is precluded from payment of invoices submitted beyond six (6) months from the date SUCCESSFUL BIDDER performs the services.

29. SUCCESSFUL BIDDER QUALITY CONTROL PROGRAM

SUCCESSFUL BIDDER shall establish a complete Quality Control Program (QCP) accompanied by a Landscape Maintenance and Safety Inspection (LMSI) form developed by SUCCESSFUL BIDDER to ensure the requirements of CONTRACT are provided as specified. The LMSI shall be a system for identifying and correcting deficiencies in the quality of service, before the level of performance becomes unacceptable and/or COUNTY'S authorized representative points out the deficiencies. SUCCESSFUL BIDDER shall provide a copy of their QCP to COUNTY at CONTRACT kick-off meeting. The LMSI shall include but not be limited to the following:

Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government Center

- A. An inspection system which is tailored to the specific facility being serviced and which covers all services stated in CONTRACT. SUCCESSFUL BIDDER shall devise a checklist for use during the regularly scheduled and unscheduled LMSI inspections and provide the name of each management individual who will perform the inspections. The checklist must be signed and dated by the inspector at the time the inspection is completed. It is not permissible for the person who performs the work to inspect and accept the work;
- B. A local file of all inspections conducted by SUCCESSFUL BIDDER and the corrective action taken. This documentation shall be made available to COUNTY monthly during the terms of CONTRACT. COUNTY may compare inspections performed by SUCCESSFUL BIDDER'S inspectors against actual conditions which exist at that point in time; and
- C. Failure by SUCCESSFUL BIDDER to implement the approved plan and pursue it diligently from the commencement of CONTRACT may result in termination of CONTRACT.

30. INSPECTION OF EQUIPMENT USED

All equipment used to perform the required services, shall be subject to inspection and test prior to and during the performance of CONTRACT by COUNTY to ensure the use of equipment that meets the "standards of the industry," both in safety and suitability as generally recognized and in conformity to established practice in the area of the specific services being performed. Use of unsatisfactory equipment will be considered unsatisfactory performance.

31. ANNUAL CONTRACT CLOSE-OUT PROCEDURE

At least sixty (60) calendar days prior to the completion of CONTRACTS' initial term and any renewal terms thereafter, COUNTY will:

- A. Inspect the maintenance work, logs and other records to determine if work is complete and in compliance with CONTRACT;
- B. Schedule an inspection with SUCCESSFUL BIDDER. This inspection shall be for the purpose of developing a "punch list" of items requiring correction, repair, or completion prior to completion of CONTRACT. The punch list shall include comments made by COUNTY; and
- C. Compile the "punch list" from the comments provided at the inspection and supply a typewritten copy to SUCCESSFUL BIDDER. Upon distribution of the punch list items to SUCCESSFUL BIDDER, establish a timeline for completion of items appearing on the "punch List".

Scheduled completion of the punch list shall not exceed thirty (30) calendar days from date of SUCCESSFUL BIDDER'S receipt of the "punch list" unless written approval from COUNTY is provided. When all punch list items are completed, SUCCESSFUL BIDDER shall notify COUNTY in writing who will conduct another inspection and verify completion.

Failure of SUCCESSFUL BIDDER to complete any items on the "punch list" within the stated timeframe may be cause for assessment of liquidated damages.

32. THIRD PARTY INSPECTIONS

Where COUNTY may be limited in access or experience to perform inspections and tests necessary to ascertain that the requirements of CONTRACT are being fulfilled, COUNTY reserves the right to contract with a third party recognized by industry standards as qualified to perform maintenance audits. SUCCESSFUL BIDDER shall receive a copy of the official findings of all maintenance audits from COUNTY within thirty (30) calendar days of COUNTY'S receipt of documents or prior to COUNTY'S demand for corrective action.

Should the maintenance audit determine that performance by SUCCESSFUL BIDDER has been below the industry standard or not in compliance with the terms and conditions of CONTRACT, COUNTY reserves the right to seek reimbursement of the third party inspection costs from SUCCESSFUL BIDDER. Failure of SUCCESSFUL BIDDER to reimburse COUNTY within thirty (30) calendar days of COUNTY'S demand for reimbursement may result in COUNTY invoking liquidated damages or termination of CONTRACT.

33. DISPUTES

Any dispute relating to CONTRACT after award shall be resolved through good faith efforts upon the part of SUCCESSFUL BIDDER and COUNTY. At all times, SUCCESSFUL BIDDER shall carry on the work and maintain his progress schedule in accordance with the requirements of CONTRACT and the determination of COUNTY, pending resolution of any dispute.

34. LIQUIDATED DAMAGES - COMPLETION OF CONTRACT

In case of failure on the part of the SUCCESSFUL BIDDER to deliver the product or service within the time specified, or with such additional time as may be granted by the formal action of COUNTY, SUCCESSFUL BIDDER shall pay to COUNTY, as liquidated damages, \$100 per calendar day. This sum shall be considered as reimbursement, in part, to COUNTY for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from SUCCESSFUL BIDDER or billed to SUCCESSFUL BIDDER directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

35. CONTRACT PERFORMANCE CUSTOMER SURVEY

Periodically during the life of CONTRACT, COUNTY will administer a Contract Performance Customer Survey Questionnaire to be completed by both end using departments and SUCCESSFUL BIDDER. This survey serves as a vehicle for COUNTY to identify successes or challenges encountered in the contract management process. Participation in this process shall be considered as part of SUCCESSFUL BIDDER'S performance.

36. AIR POLLUTION

SUCCESSFUL BIDDER shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including, but not limited to: Nevada Revised Statute 445: Air Quality Regulation; registering with the Clark County Health Department, Air Pollution Board any equipment requiring operating permits by said Board; and adhering to all Clark County Air Pollution Board Regulations.

37. STORAGE OF MATERIALS

SUCCESSFUL BIDDER is responsible for storage of any materials. COUNTY is not responsible for loss or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes.

38. CLEANING UP

SUCCESSFUL BIDDER shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, SUCCESSFUL BIDDER shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, SUCCESSFUL BIDDER shall, at its expense, satisfactorily dispose of all plant, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and SUCCESSFUL BIDDER shall leave the premises and work site in a neat, clean and safe condition. In the event of SUCCESSFUL BIDDER'S failure to comply with the foregoing, COUNTY may accomplish the same at SUCCESSFUL BIDDER'S expense.

IV - SERVICE SPECIFICATIONS

BID NO. 603207-13

ANNUAL REQUIREMENTS CONTRACT FOR LANDSCAPE AND GROUNDS MAINTENANCE FOR THE CLARK COUNTY GOVERNMENT CENTER

INTENT:

The Service Specifications that follow will be considered the "**Landscape Maintenance Manual**".

1. PURPOSE

1.01 The purpose of this section is to define for SUCCESSFUL BIDDER and COUNTY a specific set of performance standards for the various portions of the maintenance work that constitutes a safe, clean, attractive and thriving project landscape.

2. SCOPE

2.01 The scope of work consists of furnishing labor, materials and equipment necessary to provide complete and continuous maintenance of the following:

- a. Plant Material
- b. Irrigation system, including everything down-stream from the water meters and/or back flow prevention.
- c. Ground plane surface within the project site, including but not limited to parking lots, walkways/paths, patios, gravel mulch, organically mulched areas, walls, headers, and mow strips.

2.02 Specific performance standards for each of these areas of responsibility are included in the following sections of the Service Specifications and are to be followed unless otherwise stated in writing by COUNTY. All work shall be at a level generally accepted in the Landscape Industry.

- 2.03 a. Plant Materials: General condition of existing plant materials including trees, shrubs, vines, ground covers, and lawn: record plant materials which are damaged or dying.
- b. Irrigation System: General condition of existing irrigation system, making sure all faulty electrical controllers, broken or inoperable sprinkler heads, broken pipes, and any other malfunctioning items are reported.
- c. General Site: Including walkways, patios, walls, planter beds, and turf.

3. GENERAL REQUIREMENTS

3.01 All work shall be performed in a professional, workmanship-like manner using quality equipment and materials.

3.02 The premises shall be maintained with nothing but acceptable landscape maintenance standards at no less than the frequencies set forth herein.

3.03 In accordance with acceptable landscape maintenance standards and practices, including those specific practices set forth below and applicable codes, laws and regulations, do work necessary to promote and maintain the healthy growth and attractive appearance of the project site.

3.04 Beginning thirty (30) calendar days after CONTRACT award and monthly thereafter, SUCCESSFUL BIDDER shall provide a Schedule of Maintenance Operations and a monthly status report including, but not limited to, the following:

- a. Name of maintenance foreman or person filing report.
- b. Period covered by report and other noteworthy or key dates.

Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government Center

- c. Names of crew persons working on job. COUNTY is to be notified of changes in personnel within five (5) business days.
- d. Work performed and completed to date and projected work for the next month.
- e. Dates of inclement weather that may have prevented and/or hindered the completion of normal maintenance operations.
- f. Application of agricultural chemicals and fertilizers used on site including type, rates, purpose for application, and results of application.
- g. Copy of the completed Landscape Maintenance & Safety Inspection Form (LMSI).
- h. Condition of plant material, specifically noting physical abnormalities related to temperature, moisture, insects, diseases, poor drainage, death and replacement, etc.
- i. Include reports or recommendations by outside or consulting agencies.
- j. Report any vandalism.
- k. Irrigation schedule changes and current status.
- l. Equipment shall be maintained in a clean condition.

3.05 SUCCESSFUL BIDDER shall provide landscape and grounds maintenance services including, but not limited to, the maintenance of turf, ground cover, shrubs and trees; renovation of turf and ground cover areas; the pruning of trees and shrubs; providing weed, disease and pest control; operating and maintaining specified components of the irrigation system, and the maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies established by COUNTY, as set forth herein.

3.06 SUCCESSFUL BIDDER shall not work or perform any operations during periods of inclement weather, which may destroy or damage ground cover, turf grass and/or landscaped areas.

3.07 SUCCESSFUL BIDDER shall perform a maintenance inspection weekly during daylight hours of all areas within the premises. Such inspection shall be both visual and on-site, and shall include inspection of all irrigation, lighting and other mechanical systems to check for proper condition, operations, and reliability.

4. FACILITIES TO BE MAINTAINED

4.01 SUCCESSFUL BIDDER acknowledges they have visited the sites and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. SUCCESSFUL BIDDER accepts the premises in its present physical condition, and agrees to make no demands upon COUNTY for any improvements or alterations thereto.

5. MAINTENANCE FUNCTION REPORTS

5.01 SUCCESSFUL BIDDER shall maintain and keep current a record of all ongoing, seasonal, and additional maintenance functions performed on a daily basis, by SUCCESSFUL BIDDER'S personnel. Said report shall be in a format acceptable to COUNTY and shall be submitted to COUNTY upon request. When requested, monthly payments will not be processed until such report is received by COUNTY. All payments will be made monthly in arrears. No advance payments allowed.

5.02 Upon request, SUCCESSFUL BIDDER shall submit with the monthly invoice a report indicating, specialty type maintenance operations completed, with the following information:

- a. Quantity and complete description of all commercial and organic fertilizer(s), herbicides/pesticides used.
- b. Quantity and label description of all grass seed used.
- c. Quantity and complete description of all soil amendments used.
- d. Copies of corresponding pesticide use report signed by a licensed Nevada Pest Control Operator for all chemical, disease and pest control work performed.

Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government Center

- 5.03 Landscape Maintenance and Safety Inspection Form
Upon request SUCCESSFUL BIDDER shall submit the completed Landscape Maintenance and Safety Inspection Form.
- 6. DAMAGES BY SUCCESSFUL BIDDER**
- 6.01 All damages to existing facilities caused by SUCCESSFUL BIDDER or his employees or agents shall be repaired or replaced at SUCCESSFUL BIDDER'S expense. All damages caused by SUCCESSFUL BIDDER'S action or inaction shall also be SUCCESSFUL BIDDER'S responsibility.
- 6.02 All such repairs or replacements shall be completed within the following time limits:
- a. Irrigation damage shall be repaired or replaced within one watering cycle.
 - b. All damages to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) business days.
- 6.03 All repairs or replacements shall be completed in accordance with the following maintenance practices:
- a. Trees - Minor damage, such as bark lost from impact of mowing equipment, shall be repaired by a qualified certified Arborist or Horticulturalist.
 - If damage results in the loss of a tree, the damaged tree shall be removed and replaced. COUNTY must approve the replacement before it is planted.
 - b. Shrubs - Minor damage may be corrected by appropriate pruning.
 - Major damage shall be corrected by removal and/or replacement of the damaged plant material. COUNTY must approve the replacement before it is planted.
 - c. Chemicals - All damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected and the soil conditioned with activated charcoal to ensure its ability to support plant life.
- 7. OFFICE OF INQUIRIES AND COMPLAINTS**
- 7.01 SUCCESSFUL BIDDER shall maintain a local office at some fixed location in the Las Vegas Metropolitan area and shall maintain a telephone there, listed in the telephone directory in his own name or in the firm name by which he is most commonly known, and shall, during the daily hours of maintenance operation, have some responsible person(s) employed by SUCCESSFUL BIDDER to answer and take the necessary action regarding all inquiries and complaints that may be received from COUNTY personnel. An answering service shall be considered an acceptable substitute to full time coverage, provided SUCCESSFUL BIDDER is advised of the complaint within one (1) hour of receipt of complaint by the answering service. During normal working hours, SUCCESSFUL BIDDER'S Project Manager or other employee of SUCCESSFUL BIDDER, who is responsible for providing maintenance services, shall be available for notification through radio / mobile phone communication.
- 7.02 Whenever immediate action is required to prevent injury, death or property damage to the facilities being maintained, after reasonable attempts to notify SUCCESSFUL BIDDER and no response is received within the previously specified response time. COUNTY reserves the right to use COUNTY staff to rectify imminent danger.
- 7.03 SUCCESSFUL BIDDER shall maintain a written log of all complaints, the date and time thereof and the action taken pursuant thereto or the reason for non-action. The log of complaints shall be made available to COUNTY upon request.
- 7.04 All complaints shall be rectified as soon as possible, but in all cases within twenty-four (24) hours after notification, to the satisfaction of COUNTY. If any complaint is not rectified within twenty-four (24) hours, COUNTY shall be notified immediately of the reason for not resolving the complaint followed by a written report to COUNTY within five (5) calendar days.

8. SAFETY

- 8.01 SUCCESSFUL BIDDER agrees to perform all work outlined in this CONTRACT in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, COUNTY, State and other legal requirements including, but not limited to, full compliance with the terms of the applicable OSHA Safety Orders at all times to protect all persons including SUCCESSFUL BIDDER'S employees, agents of COUNTY, vendors, members of the public or others from foreseeable injury, or damage to their property. SUCCESSFUL BIDDER shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- 8.02 It shall be SUCCESSFUL BIDDER'S responsibility to inspect and identify any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. COUNTY shall be notified immediately of any unsafe condition that requires major correction. SUCCESSFUL BIDDER shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas and replacing valve box covers, to protect members of the public or others from injury.

9. PROTECTION

- 9.01 Take precautionary measures to protect plant materials, ground surface treatments, pedestrians, irrigation systems, lighting and electrical systems, storm drainage systems, parking lots, fencing, signage, and other elements from damage from maintenance operations.
- 9.02 Site maintenance shall also include temporary erection of fences, barriers and signs for protection of landscape areas, as required by COUNTY.
- 9.03 Perform work in accordance with applicable laws, codes, and regulations required by authorities having jurisdiction over such work including restrictions and curfews put forth by the Las Vegas Valley Water District.
- 9.04 Provide for inspections and permits required by Federal, State or local authorities in furnishing, transporting, and installation of agricultural chemicals, plants, etc.
- 9.05 **Protection of Keys:** SUCCESSFUL BIDDER shall be fully responsible for protection of irrigation systems time clock keys furnished them and shall also be responsible to see that the irrigation systems time clock is properly locked upon completion of the work, if such action is directed by COUNTY'S representative. Should the key(s) allotted to SUCCESSFUL BIDDER or their employees become lost or stolen, COUNTY reserves the right to have the corresponding locks re-keyed and the sufficient amount of keys re-issued to COUNTY'S involved personnel at SUCCESSFUL BIDDER'S expense.

10. MAINTENANCE SCHEDULES

- 10.01 SUCCESSFUL BIDDER shall provide a work schedule for the facilities which shall be submitted to COUNTY within ten (10) days after the effective date of this CONTRACT.
- 10.02 SUCCESSFUL BIDDER shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to COUNTY within five (5) business days prior to scheduled time for the work.

11. SUCCESSFUL BIDDER'S STAFF

- 11.01 SUCCESSFUL BIDDER shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein: All SUCCESSFUL BIDDER'S maintenance personnel shall be supervised at each individual job site by a qualified, English-speaking foreman in the employ of SUCCESSFUL BIDDER.
- 11.02 SUCCESSFUL BIDDER shall be responsible for supplying each of their employees working at this site with a COUNTY Vendor Identification badge which they must wear in a visible place on their person at all times when on COUNTY'S property. SUCCESSFUL BIDDER shall be responsible for all fees associated with obtaining the badges, obtaining new badges for any new employees who will be working on this site, and collecting badges from employees who are no longer working at this site.
- 11.03 SUCCESSFUL BIDDER shall require each of their employees to wear work attire appropriate for their respective tasks and any safety regulations applicable thereto.

Employees shall be uniformly dressed in a manner satisfactory to COUNTY, and shall wear a vendor identification badge to be visibly displayed during the entire work shift.

12. SIGNS/IMPROVEMENTS

12.01 SUCCESSFUL BIDDER shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval is obtained from COUNTY.

13. UTILITIES

13.01 COUNTY will pay for all utilities. However, water usage shall not exceed amount required to comply with irrigation schedules established by SUCCESSFUL BIDDER and approved by COUNTY. SUCCESSFUL BIDDER shall insure that watering occurs in compliance with Clark COUNTY and the Las Vegas Valley Water District Ordinances. SUCCESSFUL BIDDER shall pay for all excessive utility usage and/or penalties imposed by the Las Vegas Valley Water District due to SUCCESSFUL BIDDER'S failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor to be deducted from payments to SUCCESSFUL BIDDER from COUNTY will be presented to SUCCESSFUL BIDDER by COUNTY prior to actual deduction to allow for explanations.

14. NON-INTERFERENCE

14.01 SUCCESSFUL BIDDER shall not interfere with the public use of the premises and shall conduct their operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

15. GENERAL PLANT CARE

15.01 Landscape plantings will require maintenance throughout the year. Maintenance is especially important during the first year after installation of new materials, when most plantings are becoming established.

15.02 Major maintenance tasks will include regular watering of plantings, fertilization, mowing, weed control, insect and disease control, and general pruning of trees and shrubs, as required or directed by COUNTY.

16. SEASONAL AND OVERALL INSPECTION OF LANDSCAPE

16.01 Daily inspections should be a part of the maintenance routine. In addition, a comprehensive inspection should be conducted on a monthly basis to analyze plant materials for signs of stress, damage and potential trouble from the following:

- a. INFESTATION: Moles, gophers, ground squirrels, rabbits, snails, slugs, insects, etc.
- b. DISEASE: Withering of leaves, die-back, blackened or galled branches, wilt, fungus growths, canker, bleeding bark, root rot, stunted growth, discolored or blotchy foliage.
- c. LOSS OF VIGOR: In normally healthy plants, this is seen as a failure to thrive, a dropping of unopened flowers, leaves that are small for the species, or thin or leggy growth. These symptoms may have many causes: heat stress, desiccation, wind and frost damage, improper irrigation, incorrect installation, damage from construction or maintenance vehicles, or altered growing conditions. Treat each instance individually when determining cause of decline and treatment.
- d. FERTILIZER OR SOIL CHEMICAL IMBALANCE: Fertilizer "burn" at leaf margins, unusually light green or yellowish-green leaf color (chlorosis), yellow/brown salt "burn" at leaf margin, or other symptoms.

Spraying and applications of fertilizers and soil chemicals should be applied discriminately, and confined to the areas affected.

17. PROTECTION OF PLANT MATERIALS

17.01 In general, the Maintenance Manual provides for the proper maintenance of landscape grounds on a day-to-day basis, or during undisturbed environmental conditions. There will be occasions where weather, construction activities, renovation of existing site improvements or revisions in site design will impact established plantings. The following guidelines for the protection of plant materials should be part of the maintenance crew's operational procedures.

18.00 **CHEMICAL POLLUTANTS**

Do not permit chemical pollution to contaminate planting areas. This includes paints and thinners, caustics and solvents, detergent solutions, salts, petroleum products and pesticides or herbicides not specifically being applied to the plant materials.

19.00 **TRAFFIC CONTROL**

- a. Do not drive or park maintenance vehicles under the drip line of trees or on lawn or ground cover areas.
- b. Provide adequate protective barriers around landscaped areas during operation of maintenance or construction equipment. Do not operate heavy equipment beneath the drip line of trees.
- c. Take necessary safety precautions to protect maintenance crew and roadway users from hazards.

20.00 **ALTERATION OF FINISH GRADES**

- a. Do not permit construction to raise the finish grades in established landscaped areas.
- b. Do not permit machine excavation within the drip line of existing trees. If excavation must intrude into this zone, only hand excavation should be permitted. Wherever possible "jet" pipes through root zone areas. Carefully recompact soil, eliminating air pockets. Obtain permission of COUNTY when roots greater than three inches (3") in diameter or roots with a diameter greater than 50% of the diameter of the main trunk must be cut.
- c. Do not permit soil, rock, gravel, lumber, polluted products or other materials to be stockpiled beneath the drip line of trees or shrubs without mitigating measures approved by COUNTY.
- d. Do not permit concrete or stone paving to be laid within the drip line of existing trees. Exception: paving may extend to no more than one-quarter (1/4) of the drip line area if a corresponding thinning of the crown is performed simultaneously with the completion of the paving work.
- e. Exceptions to these guidelines may be unavoidable and will be judged on a case-by-case basis by COUNTY.

21.00 **PROTECTION AGAINST DISEASE/INSECTS/ANIMAL PESTS**

- a. Remove, by corrective pruning, plant materials damaged by fire, weather or mechanical means immediately after the damage has been identified.
- b. Transport diseased or infested plant materials completely off the site immediately after their removal. Do not permit pruned materials from diseased planting to be stockpiled anywhere on site at any time. Plant parts, soil, debris, etc. removed from the site shall be disposed of at a legitimate dump site. Disposal of material by dumping in the desert will be viewed by COUNTY as potential grounds for Termination of CONTRACT.
- c. Inspect new plant materials for signs of insect infestation or disease upon delivery to the site. If possible, quarantine new materials for three (3) weeks prior to installation.
- d. Control damage from animal pests, such as rabbits, with approved techniques; cost of such protection, such as sprays and protective fencing, is part of the basic services.

22.00 **PROTECTION DURING SPRAYING**

Immediately wash off materials accidentally sprayed/spilled on non-target plants.

23.00**EROSION PREVENTION**

The two common forms of erosion are sheet erosion and gully erosion. Sheet erosion is gradual; gully erosion may be sudden and dramatic. Bring any potential problems to the attention of COUNTY. SUCCESSFUL BIDDER shall seek to prevent erosion through the following:

- a. Sheet Erosion: Be aware of gradual changes in the color or texture of soil. Disc and mulch areas subject to sheet erosion. Install contour furrows or interceptor ditches where required on long slopes.
- b. Gully Erosion: Be aware of the formation of "rills" in the natural depressions of a slope or deeper cutting in swales. Control of gully erosion varies, from dissipation of flow through use of gravel or other surface treatment, to construction of check dams or diversion ditches.
- c. Remove downstream accumulations of soil transported by erosion, to prevent damage to roots of downstream plant materials.

24.**ONGOING MAINTENANCE TASKS****24.01****APPLICABLE STANDARDS**

Apply standards as described in the current editions of the following as available from Clark County, Nevada Extension Service:

Drought-Tolerant, Low Maintenance Plants for Southern Nevada, Clark COUNTY Cooperative Extension Service, SNH 80-02 July.

Lawns for Southern Nevada, Clark COUNTY Cooperative Extension Service, SNH 80-03-J.

Desert Gardening, Clark COUNTY Cooperative Extension Service, SNH 80-0-IJ.

24.02**MOWING - OPERATION**

- a. Mowing operations shall be performed in a manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- b. Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.
- c. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- d. Mowing height shall be no less than two inches (2") for most turf areas. (Some Bermuda grasses may require a lower cut.) Mowing height may be set as high as 2-1/2 inches with 2-1/4 inches being considered normal. Mowing heights may vary for special events and conditions.
- e. Mowing operation shall be completely performed a minimum of fifty-two (52) times per year.

24.03**EDGING/DETAIL/WEED CONTROL - GENERAL OPERATION**

- a. All turf areas shall be kept neatly edged and all grass invasions eliminated. Maintain areas between plants weed-free. Control weeds by physical removal or application of accepted herbicides.
- b. When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined and free of weeds and grass invasions.
- c. All turf edges including, but not limited to, sidewalks, patios, drives, curbs, shrub beds, flower beds, ground cover beds and around the base of trees shall be edged to a neat and uniform line.
- d. The edge of turf shall be trimmed or limited around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, backflow devices and other obstacles.
- e. All grass-like type weeds, morning glory or vine/weed types, ragweed or other underground spreading weeds shall be kept under strict control.
- f. Remove all weeds and grass from walkways, curb and gutter expansion joints, roadways, driveways, parking lots, patios, drainage areas and hillsides.

Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government Center

- g. Methods for removal of weeds, turf encroachment and detailing shall incorporate mechanical and/or chemical means of eradication.
- h. Cultivate or use herbicide to remove weeds and turf around the base of new trees.
- i. Use only recommended and legally-approved herbicides to control weed growth. Base application methods upon type and extent of weed growth and proximity to plant materials that may be affected by herbicides. Follow manufacturer's recommendations for application methods, rates, etc.

24.04

MECHANICAL EDGING

- a. Mechanical edging of turf shall be performed twenty-two (22) times per year.
- b. Mechanical edging shall be completed as one operation in a manner that ensures a well-defined edge.
- c. Walkways, curbs, gutters, and any other areas which catch grass clippings shall be cleaned immediately following each mechanical edging and clippings removed from the site.

24.05

CHEMICAL APPLICATION - EDGING

- a. Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six inches (6"). Precautionary measures shall be employed since all areas will be open for public access during application.
- b. Spot treat with a portable sprayer or wick wand using an effective herbicide, applying per manufacturer's recommendation. Water shall not be applied to treated areas for four to eight (4 - 8) hours after each application or in accordance with manufacturer's recommendations.
- c. Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.
- d. Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.
- e. After complete kill, all dead weeds shall be removed from area.

24.06

CLEARANCE - EDGING

- a. Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen inches (18") from the trunk of trees and away from the drip line of shrubs by use of approved chemicals. Line trimmers and other types of maintenance equipment shall not be operated so as not to damage plant materials.
- b. Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve inch (12") barrier width shall be considered normal.
- c. Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location or a clean appearance. A six inch (6") clearance shall be considered normal.

24.07

EDGING/DETAILING/WEED CONTROL - FREQUENCY: ALL AREAS TO BE MAINTAINED SHALL RECEIVE NO LESS THAN THE FOLLOWING:

- a. Mechanical Edge Turf: Once every two (2) weeks, March to October, and once per month, November to February.
- b. Detail Chemical Application: Once every two (2) months, April to September, and once every three (3) months, October to March.
- c. Chemical Application: Beds, planters, walkways, hard court areas, picnic pavilions, drainage areas, play areas, patios, walkway and curb and expansion joints, roadways, parking lots and hillsides: once every six (6) months.

- d. Inspect, Spot-treat or Mechanically Remove Weeds as necessary once per week.

24.08 LITTER CONTROL - OPERATION

- a. **Complete policing and litter pick-up to remove paper, glass, trash, weeds, unwanted grass, leaves, undesirable materials and other accumulated debris to be maintained in areas including, but not limited to, all landscaped areas, walkways, curbs, gutters, between and around planted areas, all areas under trees, steps, planters, drains, catch basins, parking lots and the corners and edges along the parking lot area.**
- b. Litter pick-up shall be completed as early in the day as COUNTY deems practical.
- c. Removal shall be in the most appropriate way for each area whether it is by raking or blowing and litter and debris shall be disposed in the appropriate trash bin(s).
- d. **Empty any and all trash cans, barrels, drums and/or receptacles on the property located more than ten feet (10') from a business entrance / exit. Similar receptacles located within ten (10) feet of any business entrance / exit will be the responsibility of the interior housekeeping staff.**

24.09 LITTER CONTROL - FREQUENCY

- a. SUCCESSFUL BIDDER shall provide all labor, equipment and materials to maintain and clean all areas five (5) days per week or as requested by COUNTY.
- b. Trash cans, barrels, drums and/or receptacles shall be emptied two (2) times per week.

24.10 TRASH BIN REMOVAL - OPERATION AND FREQUENCY

- a. All trash and accumulated debris shall be removed from the site by SUCCESSFUL BIDDER.
- b. SUCCESSFUL BIDDER'S trash bins on each site shall be maintained **as needed** or as requested by COUNTY.

24.11 RAKING - OPERATION

- a. Accumulation of leaves shall be removed from all curbs, gutters, sidewalks, parking lots and landscaped areas including beds, planters and turf areas under trees and placed in appropriate trash bin(s).
- b. SUCCESSFUL BIDDER shall rake smooth decomposed granite areas where needed. SUCCESSFUL BIDDER shall add matching hard material to areas that are thinning as needed and shall insure that no bare spots or plastic is exposed.

24.12 RAKING - FREQUENCY

- a. Curbs, Gutters, Sidewalks, Parking Lots, and All Landscaped Areas Including Beds, Planters and Turf Areas under trees -Four (4) times per year or as requested by COUNTY.
- b. Hard Material Areas - Four (4) times per year or as requested by COUNTY.

24.13 SHRUBS, PRUNING AND HEDGE TRIMMING - OPERATION

- a. Do not clip shrubs into balled or boxed forms unless specifically called for in the design. Only shrubs designated as "hedges" are to be sheared. Periodically pinch back "wild" growth on shrubs as called for in the maintenance requirements for individual plants.

24.14 CLEARANCE

Maintain clearance for branches overhanging beyond curb line into the paved section of roadways. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations. Pruning is to be approved by COUNTY prior to pruning operations.

- a. All wounds, one inch in diameter or over, shall be painted with asphaltic base tree paint immediately after pruning.

Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government Center

- b. Remove and place in appropriate trash bins all clippings the same day that plant materials are pruned or trimmed.
- c. Plant ties shall be checked frequently and either retied to prevent girdling, or removed along with the stakes when no longer required.
- d. Remove all new growth on shrubs to maintain appropriate clearances.
- e. Remove all dead shrubs and trees.

24.15

PRUNING AND HEDGE TRIMMING - FREQUENCY

- a. Shrubs: Clearance Pruning - All shrubs should be trimmed for clearance twice per year and on an as-needed basis. All shrubs should be pinched back periodically to remove wild growth.
- b. Ground Cover Thinning - as needed.
- c. Prune plant material for vehicular and pedestrian visibility and access twice per year and on an as-needed basis.

24.16

STAKING AND TYING

- a. Inspect staking at least every three (3) months and within forty-eight (48) hours after high (over 30 mph) wind to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds.
- b. Replace missing or damaged stakes where the tree caliper is less than three inches (3"). Stake(s) should support the tree, yet allow two inches (2") of trunk movement in all directions.
- c. Stake in those cases where tree has been damaged and requires staking for support.
- d. Stake new trees or recently planted trees which have not previously been staked.

24.17

MATERIALS

Tree stakes, two (2) per tree, shall be treated with a wood preservative lodge pole pine not less than eight feet (8') in length for five (5) gallon size trees and not less than ten feet (10') for fifteen (15) gallon trees.

- a. Hose for covering wire shall be either new or used garden hose or equal at least 1/2 inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured). Other types of ties may be substituted with COUNTY approval.
- b. Stakes will not be placed closer than eight inches (8") from the trunk of the tree, and permit two inch (2") of trunk movement in all directions.
- c. Stakes and ties will be placed so no chafing of the bark occurs.
- d. Damaged trees shall be staked and tied within twenty-four (24) hours. Replacement stakes or new staking shall be completed within five (5) days.

24.18

WATERING - OPERATION

Since water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the species and varieties, shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to, hand watering, operation of manual valves, proper utilization of automatic controllers and the bleeding of valves to water specific areas as needed. Desert (xeric) plant material shall not be over watered.

- a. All watering shall be programmed in compliance of the guidelines set forth by the local governing water district. Any penalties assessed by local water district due to negligence, shall be the responsibility of SUCCESSFUL BIDDER.
- b. Adequate soil moisture will be determined by programming the irrigation system as follows;

1. Adjusting and setting of automatic controller to establish frequency and length of watering period.
2. Consideration must be given to the soil condition, humidity, minimizing water runoff and the relationship of conditions which affect day and night watering. Contact COUNTY for adjustment of water for special circumstances.
3. Watering shall be accomplished at night or early morning and in full compliance with all ordinances established by the Las Vegas Valley Water District and shall be regulated to avoid interference with any use of the facility roadway, paving or walks. Ice should not be allowed to form on sidewalks or other surfaces due to irrigation runoff.
4. Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas. "In lawn" trees and other planting shall be protected from over-watering and runoff drowning.
5. All ground cover areas shall be watered as needed to maintain a healthy condition, care being taken not to over-water in shady areas.
6. Initial watering problems and extraordinary changes will be approved by COUNTY.

24.19

USE OF CHEMICALS - OPERATIONS

- a. All work involving the use of restricted chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a State of Nevada Licensed Pest Control Operator. SUCCESSFUL BIDDER shall have a full compliance, Hazard Communication/Right-to-know program in place at the start of the CONTRACT period. SUCCESSFUL BIDDER must provide and maintain copies and material specification data sheets (MSDS) to COUNTY and they must be approved by COUNTY and a copy of all MSDS sheets must be kept on-site. SUCCESSFUL BIDDER shall not store fertilizers or other chemicals on-site.
- b. Restricted chemicals shall only be applied by those persons with or under the direction of a valid Nevada Pest Control Applicator's license. Applications shall be in strict accordance with all governing regulations.
- c. Records of all operations starting dates, times, methods of applications, chemical formulations, applicator's names and weather conditions shall be maintained by SUCCESSFUL BIDDER in an active file for a minimum of three (3) years.
- d. All chemicals requiring a special permit for use must be registered with the State of Nevada and a permit obtained with a copy to COUNTY.
- e. All regulations and safety precautions listed in the guide entitled, "Apply Pesticides Correctly," published by the U.S. Environmental Protection Agency shall be adhered to.
- f. Chemicals shall be applied when air currents are still, preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

24.20

SWEEPING / POWER WASHING - OPERATIONS

Methods for sweeping of roadway, walkway areas and parking lots can incorporate one or all of the following: Power pack blowers, vacuums, brooms and push power blowers. Large motorized sweepers are recommended to be used for parking lots.

Power washing of concrete surfaces, primarily sidewalks & patios, will be performed to remove dirt, grime, stains etc. During the power washing operation, the surrounding area should be barricaded, coned or otherwise closed off to the general public in order to ensure safety.

24.21

SWEEPING - FREQUENCY

- a. Sweeping of walkways shall be performed after each mowing, or mechanical edging a minimum of one time per seven (7) days.
- b. Sweeping of parking lots **or roadways** remove accumulated debris, dirt etc. shall be performed a minimum of one time per thirty (30) calendar days.

24.22 POWER WASHING (SIDEWALKS / PATIOS) - FREQUENCY

All concrete walking surfaces including but not limited to, sidewalks, walkways, and patio areas shall be power washed every three (3) months equaling four (4) times per year. Ideally, this work should be performed at the beginning of each season (Spring/Summer/Fall/Winter). Power washing should be performed during times of low pedestrian traffic. During the power washing operation, the area should be barricaded, coned or otherwise closed off to the general public in order to ensure safety.

24.23 AERATION - OPERATION

- a. Aerate all turf areas by using a device that removes cores to a minimum depth of 1-1/2 inches at no more than six inch (6") spacing.
- b. Turf aeration shall be accomplished one time each spring, summer and fall.
- c. Aeration may be required immediately after vertical mowing (thatch removal) operation and just prior to over-seeding and fertilization.
- d. Aeration cores may not be collected.

24.24 AERATION - FREQUENCY

Aerate turf area three (3) times from April to November at equal intervals.

24.25 FERTILIZATION - OPERATION

- a. All fertilizer/micro-nutrients shall be approved by COUNTY prior to its application, and shall be of a type that is a complete fertilizer, slow-release type with micro-nutrients.
- b. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- c. Turf - All turf areas shall receive not less than one (1) pound of actual available nitrogen in a balanced fertilizer form for each 1,000 square feet of turf area.
- d. Areas shall be fertilized utilizing ratios and mixtures recommended by COUNTY at the rate of application per the manufacturer's recommendation.

24.26 FERTILIZER - FREQUENCY

All turf grass shall be fertilized a minimum of five (5) times per year. Products used shall be season appropriate for the growth habit of turf type being grown. All fertilizer products used should supply the following amounts of Actual Nitrogen per 1,000 square feet.

<u>Season</u>	<u>% of Actual Nitrogen /1,000 SQ. FT.</u>
Winter	2.0 lbs. Actual Nitrogen
Spring	1.5 lbs. Actual Nitrogen
Early Summer	1.0 lbs. Nitrogen
Mid Summer	1.0 lbs. Nitrogen
Fall	2.0 lbs. Nitrogen

Fertilizers may be substituted, but any substitutions must be approved by COUNTY prior to application.

24.27 IRRIGATION SYSTEM MAINTENANCE

- a. SUCCESSFUL BIDDER shall maintain in an operational state, at all times, the complete irrigation system, consisting of C.C.U. backflow devices, remote controllers, automatic controllers, control valves, control valve wires, gate valves, quick couplers, booster pump, pressure regulators, filters, strainers, main and lateral lines, tubing, risers, sprinkler heads, bubblers, and emitters. All irrigation systems shall be regularly inspected, tested and frequencies specified herein.
- b. SUCCESSFUL BIDDER shall provide personnel fully trained in all phases of landscape irrigation systems including, but not limited to, operation, maintenance, adjustment and repair.

Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government Center

- c. SUCCESSFUL BIDDER shall provide the following components for repair and maintenance, for which SUCCESSFUL BIDDER shall not receive any additional compensation. If the irrigation parts replacement exceeds a total of **two thousand-five hundred dollars (\$2,500.00)** per calendar year, SUCCESSFUL BIDDER will be reimbursed for any dollar amount over **two thousand-five hundred dollars (\$2,500.00)** if COUNTY is provided with receipts as proof.
1. Adjustment of valves and sprinkler heads
 2. Removal of obstruction
 3. On-site repairs to valves, sprinkler heads and quick couplers including, but not limited to, providing small parts such as solenoids, screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, "O" rings and nozzles.
 4. Replacement of all risers and swing joints to the lateral lines
 5. Replacement of all types of irrigation heads, shrub heads and emitters
 6. Replacement of all missing covers to valve boxes
 7. Providing caps and plugs
 8. All components needed to repair lateral lines of PVC pipe or poly tubing
 9. All components needed to repair or replace gate valves, automatic valves, quick couplers, heads and pressure regulators
 10. Main line repair will be considered additional work unless it is a result of SUCCESSFUL BIDDER negligence and/or operation.
 11. General maintenance of the booster pump.
 - a. Replacement by SUCCESSFUL BIDDER of all irrigation components shall be completed within twenty-four (24) hours.
 - b. Replacements for the irrigation system shall be with originally specified equipment of the same size and quality or substitutes approved by COUNTY prior to any installations.

24.28

IRRIGATION SYSTEM OPERABILITY AND TESTING

In order to ensure the operability of the irrigation system, SUCCESSFUL BIDDER shall sequence controller(s) to each station manually to check on the function of all facets of the irrigation system.

During the testing, SUCCESSFUL BIDDER shall:

- a. Adjust all sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread of onto roadways, sidewalks, hard surface areas and private property.
- b. Unplug clogged heads and flush lines to free lines of rocks, mud and debris.
- c. Replace or repair inoperable irrigation equipment.
- d. All system malfunctions, damage and obstructions shall be recorded and corrective action taken.
- e. Repair/replace malfunctioning quick couplers, manual or automatic valves and sprinkler heads within one watering cycle.
- f. Correct malfunctioning irrigation systems and equipment within two hours of identification or following verbal notification.
- g. Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of COUNTY.
- h. Flushing of the irrigation lines of grit and gravel shall be done by removing the last head on each lateral and operating the system until those materials are expelled.

24.29 IRRIGATION SYSTEM OPERABILITY AND TESTING - FREQUENCY: OPERATION AND MAINTENANCE OF THE IRRIGATION SYSTEM SHALL RECEIVE NO LESS THAN THE FOLLOWING:

- a. Check for operability all controllers, quick couplers, valves, and sprinkler heads; once per week or as problems/conditions indicate a need.
- b. Adjust and correct for coverage; as needed.
- c. Repair and/or replace damaged or inoperable controllers, valves, quick couplers, heads and broken water lines as needed.
- d. Inspect and certify backflow prevention devices and booster pump once per year.
- e. Check valve boxes for safety and security purposes; daily five (5) days per week, Monday through Friday.
- f. Schedule controllers; as needed to comply with watering requirements of the premises and the season of the year. Comply with all COUNTY irrigation restrictions.

24.30 TREE CARE/PRUNING - CLEARANCE

Maintain large trees to achieve a seven foot (7') clearance for all branches within the area of pedestrian foot traffic and fourteen foot (14') clearance for branches overhanging beyond curb line into the paved section of roadways for vehicular traffic. Prune all plant materials when and where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations. Trees and shrubs should be trimmed for sidewalk clearance. Pruning to be approved by COUNTY prior to pruning operation. All tree pruning should comply with the ANSI A300 - 2001 standards.

- a. Remove all clippings from site on the same day that plant materials are pruned or trimmed.
- b. Plant ties shall be checked frequently and either retied to prevent girdling, or removed along with the stakes when no longer required.
- c. Remove all new growth on trees up to the appropriate height clearances.
- d. Remove all dead trees.

24.31 TREE CARE/PRUNING - OPERATION

- a. All tree pruning should comply with the ANSI A300 - 2001 standards.
- b. All dead and damaged branches and limbs shall be removed at the point of breaking.
- c. All trees shall be trimmed to prevent encroachment on private property.

24.32 PRUNING PROCEDURES

- a. All tree pruning should comply with the ANSI A300 - 2001 standards.
- b. All cuts shall be made sufficiently close to the parent stem so that healing can readily start under normal conditions.
- c. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
- d. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
- e. Climbing spurs shall not be used.

24.33 PRUNING CRITERIA

- a. All tree pruning should comply with the ANSI A300 - 2001 standards.
- b. The initial step of pruning shall be the removal of all deadwoods, weak, diseased, insect-infested and damaged limbs.

Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government Center

- c. All trees shall be pruned for vertical and horizontal clearance as directed by COUNTY.
- d. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve inch (12") to twenty-four inch (24") spacing.
- e. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
- f. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
- g. All suckers and sprouts shall be cut flush with the trunk or limb.
- h. No stubs will be permitted.
- i. All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be reported to COUNTY.
- j. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.
- k. All trimming and debris shall be removed and disposed of off-site at the end of each day's work.
- l. All trees which are downed, by either natural or unnatural causes, shall be removed and disposed of off-site. Where possible, stumps shall be removed to twelve inches (12") below grade and wood chips removed and hole backfilled to grade.

24.34

PRUNING STANDARDS FOR TREES

Pruning of trees is to be performed according to the ANSI A300 - 2001 standards. Pruning is to be performed by tree workers who, through related training and on-the-job experience, are familiar with the techniques and hazards of this work including trimming, maintenance, repairing or removal, and equipment used in such operations. The use of climbing spurs or irons is not approved in pruning operations on live trees. This type of work is a potentially hazardous occupation and is to be undertaken only by trained personnel or under supervision of trained personnel, all of whom are covered with Worker's Compensation, property damage, public liability and completed operation insurance.

24.35

FINE PRUNING (On-going)

Fine pruning shall consist of the removal of sucker growth, dead, dying, diseased, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunks as well as those inside the leaf area. An occasional branch, up to 1/2" diameter, as described above, may remain within the main leaf area to its length when it is not practical to remove it.

- a. All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.
- b. It is necessary to pre-cut branches too heavy to handle to prevent splitting or peeling the bark. Where necessary, to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.
- c. Remove the weaker or least desirable of crossed or rubbing branches. Such removal should not leave large holes in the general outline of the tree.
- d. Treatment of cuts and wounds, with tree wound dressing, is optional except where open wounds in certain trees may attract insects that carry disease or allow fungus invasion. If such treatment is made, materials non-toxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing.
- e. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or Clorox solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.
- f. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established, should be traced where appropriate. If desired, for cosmetic purposes, the wound may be treated with a thin coat of wound dressing.

- g. Where practical, all visible girdling roots shall be treated as follows:
 - 1. Cut root at either end.
 - 2. Notch root in center with a chisel.
 - 3. Remove entire root without injuring the bark or parent stem.
- h. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, should be reported in writing to COUNTY with corrective measures recommended.

24.36

MEDIUM PRUNING (One time per year or as called for by COUNTY)

Medium pruning shall consist of the removal of dead, dying, diseased, interfering, objectionable and weak branches on the main trunks as well as those within the leaf area. An occasional branch up to one inch in diameter may remain within the main leaf area where it is not practical to remove it.

- a. All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.
- b. It is necessary to precut branches too heavy to handle to prevent splitting or peeling the bark. Where necessary, to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.
- c. Treatment of cuts and wounds, with tree wound dressing, is optional except where open wounds in certain trees may attract insects that carry disease or allow fungus invasion. If such treatment is made, materials non-toxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing.
- d. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or Chlorox solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.
- e. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established, should be traced where appropriate. If desired, for cosmetic purposes, the wound may be treated with a thin coat of wound dressing.
- f. All girdling roots visible to the eye are to be reported to a supervisor and COUNTY.
- g. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, should be reported in writing to COUNTY with corrective measures recommended.

24.37

COARSE PRUNING

Coarse pruning shall consist of the removal of dead, diseased or obviously weak branches, two inches in diameter or greater.

- a. All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.
- b. It is necessary to precut branches too heavy to handle to prevent splitting or peeling the bark. Where necessary, to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.
- c. Treatment of cuts and wounds, with tree wound dressing, is optional except where open wounds in certain trees may attract insects that carry disease or allow fungus invasion. If such treatment is made, materials non-toxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing.
- d. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or Chlorox solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.

Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government Center

- e. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, should be reported in writing to COUNTY with corrective measures recommended.

24.38 THINNING

- a. In order to reduce damage from strong winds, many species of canopy trees need to have periodic thinning of branches, especially until a strong root system is developed. Follow practices listed in the paragraphs above for Fine and Medium Pruning to remove enough canopy to lessen wind resistance.

24.39 PALM TREES

Palm Fronds should be trimmed annually or at the direction of COUNTY. All dead fronds will be removed as necessary. Palm trees will not be over pruned and/or pencil pointed. Live fronds will not be removed unless hanging down at a greater than ninety (90) degree angle.

Palms: Removal of Palm tree petioles (skinning) should be accomplished over a period of several growing seasons. At the beginning of the second growing season after installation, Palms may be skinned to within fifteen feet (15') of the heartbud; at the beginning of the third growing season, to within ten feet (10'); and at the beginning of the fourth growing season, to within five to six feet (5-6') or at the direction of COUNTY.

24.40 PLANT MATERIALS - OPERATIONS

- a. All plant materials replacement shall be accomplished upon approval of a time and materials proposal and shall not be included in the annual maintenance cost bid items.
- b. Plant materials shall conform to "Horticultural Standards" of American Association of Nurserymen, as to kind, size, age, etc. Plans of record and specification should be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.
- c. Substitutions may be allowed but only with prior written approval by COUNTY.

24.41 QUALITY

- a. Plants shall be sound, healthy, and vigorous, free from plant disease, insect pests or their eggs, and shall have healthy normal root systems and comply with all state and local regulations governing these matters, and shall be free from any noxious weeds.
- b. All trees shall be measured six inches (6") above the ground surface.
- c. Where caliper or other dimensions of any plant materials are omitted, it shall be understood that these plant materials shall be normal stock as recommended by the American Nurseryman Standard. They must be sturdy enough to stand safely without staking.
- d. Shape and Form: Plant materials shall be symmetrical, and/or typical for variety and species.
- e. All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by COUNTY.

24.42 PLANT MATERIALS GUARANTEE

All shrubs shall be guaranteed to live and remain in healthy condition for no less than thirty (30) days from the date of acceptance of the job by COUNTY.

24.43 TREE REPLACEMENT

All trees permanently damaged, by any means, will be replaced with the identical species of tree existing previously, unless otherwise notified, in writing, by COUNTY. Size of the replacement shall be of like size. The need for and the size of replacement will be determined by COUNTY.

24.44 DISPLAY GARDENS/ENHANCED DESERT AREAS

- a. Minimize disruption to surrounding undisturbed areas during maintenance activities.

Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government Center

- b. Prevent excess irrigation water from flowing onto undisturbed desert areas to minimize problems with weed growth.
- c. Remove stakes, tree ties, etc. as soon as practical so that areas appear as natural as possible.
- d. Prevent any access by vehicles into undisturbed areas. Strictly limit pedestrian access to essential maintenance tasks only.
- e. Provide fencing or other temporary barriers if required to prevent maintenance personnel or others from entering undisturbed areas.

24.45 FERTILIZATION/MICRO-NUTRIENTS - OPERATION

- a. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- b. Trees - Apply fertilizer within the drip line to provide healthy color. Fertilizer should be inorganic and granular in form with trace elements.
- c. Shrubs/Ground Cover - Apply fertilizer to provide a healthy color in all shrubs. Foliar feeding may be used if applicable. Fertilizer should be inorganic and granular in form with trace elements.
- d. Turf - All turf areas shall receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each 1,000 square feet of turf area (per Application). All fertilizer shall be inorganic and granular in form. Areas shall be fertilized utilizing ratios and mixtures at the rate of application per the manufacturer's recommendation.

24.46 DISEASE/INSECT CONTROL - OPERATION

- a. All landscaped areas shall be maintained, free of disease and insects that could cause damage to plant materials including, but not limited to, trees, shrubs, ground cover and turf.
- b. COUNTY shall be notified immediately of any disease, insects or unusual conditions that might develop.
- c. A disease control program to prevent all common diseases from causing serious damage shall be provided on an as-needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed Nevada Pest Control Advisor.

24.47 CULTIVATING - OPERATION

Cultivate beds and planter areas to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three inches (3"). Care shall be taken to not disturb plant materials or their roots in accomplishing this operation.

24.48 RODENT CONTROL - OPERATION

All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees and irrigation systems.

24.49 RENOVATION/VERTICAL MOWING - OPERATION

- a. Care shall be taken to avoid unnecessary or excessive injury to the turf grass.
- b. Sweep or rake the dislodged thatch from the turf areas and place in appropriate trash bin(s).
- c. Standard renovating or vertical mowing type equipment shall be used.

24.50 VERTICAL MOWING - TURF: Vertical mow to remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.

24.51 RENOVATION - TURF

- a. Renovate to the soil line and remove all excessive thatch in turf area.
- b. After thatch is removed and upon completion of turf renovation, all turf areas shall be overseeded, mulched and watered.

- c. Areas to be overseeded will be seeded utilizing blends or mixtures at the rate application recommended by the manufacturer.
- d. Mulch shall be spread evenly over the entire areas to reestablish turf to an acceptable quality.

24.52

TURF RESEEDING/RESTORATION OF BARE AREAS - OPERATION

- a. Overseed all damaged vandalized or bare areas to reestablish turf to an acceptable quality.
- b. Areas to be overseeded will be seeded utilizing blends or mixtures at the rate of application recommended by COUNTY.

24.53

GROUND COVER

All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb fences, shrubs or trees shall be pruned out of these areas.

24.54

HARDSCAPE AREAS (SIDEWALKS / PATIOS)

All concrete walking surfaces including but not limited to, sidewalks, walkways, and patio areas shall be power washed every three (3) months equaling four (4) times per year. Ideally, this work should be performed at the beginning of each season. And, should be performed during times of low pedestrian traffic. During the power washing operation, the area should be barricaded, coned or otherwise closed off to the general public in order to ensure safety.

CLARK COUNTY, NEVADA

V - BID FORM

BID NO. 603207-13

ANNUAL REQUIREMENTS CONTRACT FOR LANDSCAPE AND GROUNDS MAINTENANCE FOR THE CLARK COUNTY GOVERNMENT CENTER

Name of Firm

This bid is submitted in response to COUNTY'S Invitation to Bid and is in accordance with all conditions and specifications in this document.

Item No.	Description	Monthly Cost	X	12 months	Total
1.	Landscape and Grounds Maintenance for the Clark County Government Center, as Specified	\$	X	<u>12 months</u>	\$
2.	Power Wash Patio Area, as Specified	\$	X	<u>4 quarters</u>	\$
3.	Empty Trash Receptacles, as Specified	\$	X	<u>12 months</u>	\$

Item No.	Description	General Labor Hourly Rate	X	Hours	Total
4.	Straight Time (Monday through Friday 6:00 am – 5:00 pm PST)		X		\$
5.	Overtime (Monday through Friday 5:01 pm – 5:59 am PST and Saturday)		X		\$
6.	Sundays & COUNTY Holidays		X		\$
7.	Estimated Annual Repairs for All Locations – to be billed as Time and Material in accordance with the appropriate hourly rate listed above and SUCCESSFUL BIDDER'S cost of material plus 10% mark up.				\$10,000

BID GRAND TOTAL (Sum of the Extended Totals for Line Items 1 through 7): \$ _____

DISCOUNT TERMS OF PAYMENT:

_____% , _____ calendar days.

BIDDER'S LOCAL FACILITY

(If Bidder has multiple local facilities, please attach to bid submittal a list of this information for each facility)

CONTACT MANAGER OR ACCOUNT REPRESENTATIVE NAME

ADDRESS

CITY STATE, ZIP

PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

ATTACHMENTS TO BID FORM

FAILURE TO SUBMIT REQUIRED ATTACHMENTS AS LISTED BELOW MAY RESULT IN REJECTION OF BID.

1. **Attachment 1**, Subcontractor Information, is attached.

Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED AND USE THE CORRECT BID FORM AS REQUIRED, MAY RESULT IN REJECTION OF BID.**

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

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Clark County, Nevada.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

SIGNATURE OF AUTHORIZED REPRESENTATIVE	LEGAL NAME OF FIRM		
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)	ADDRESS OF FIRM		
PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	CITY, STATE ZIP		
FAX NUMBER OF AUTHORIZED REPRESENTATIVE			
EMAIL ADDRESS	DATE		
BUSINESS LICENSE INFORMATION:			
CURRENT STATE	LICENSE NO.	ISSUE DATE:	EXPIRATION DATE:
CURRENT COUNTY:	LICENSE NO.	ISSUE DATE:	EXPIRATION DATE:
CURRENT CITY:	LICENSE NO.	ISSUE DATE:	EXPIRATION DATE:

NEVADA CONTRACTOR'S LICENSE NUMBER: _____

DOLLAR LIMIT : _____

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a MBE WBE PBE SBE NBE LBE as defined below.

STATE OF NEVADA BUSINESSES

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.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE):

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

**ATTACHMENT 1
BID NO. 603207-13**

ANNUAL REQUIREMENTS CONTRACT FOR LANDSCAPE AND GROUNDS MAINTENANCE FOR THE CLARK COUNTY GOVERNMENT CENTER

SUBCONTRACTOR INFORMATION

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

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

5. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

6. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

7. 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, NBE subcontractors will be used.

**ATTACHMENT 2
BID NO. 603207-13
ANNUAL REQUIREMENTS CONTRACT FOR LANDSCAPE AND GROUNDS MAINTENANCE FOR THE
CLARK COUNTY GOVERNMENT CENTER**

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, BIDDERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL

1. FORMAT / TIME

SUCCESSFUL BIDDER shall provide COUNTY with Certificates of Insurance, per the sample format (page 3-4), for coverage as listed below, and endorsements affecting coverage required by this bid within **ten (10) business days** after the award by COUNTY. 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 CONTRACT and any renewal periods.

2. BEST KEY RATING

COUNTY requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

3. COUNTY COVERAGE

COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation insurance coverage. SUCCESSFUL BIDDER'S insurance shall be primary as respects to COUNTY, its officers and employees.

4. ENDORSEMENT / CANCELLATION

SUCCESSFUL BIDDER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL BIDDER'S contractual obligation of additional insured to COUNTY. All policies must note that COUNTY 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.

5. DEDUCTIBLES

All deductibles and self- insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**.

6. 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**.

7. COMMERCIAL GENERAL LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER 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.

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER 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 SUCCESSFUL BIDDER and **any auto** used for the performance of services under CONTRACT.

9. WORKERS' COMPENSATION

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate 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 Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder 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.

Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government Center

10. FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.

11. ADDITIONAL INSURANCE

SUCCESSFUL BIDDER is encouraged to purchase any such additional insurance as it deems necessary.

12. DAMAGES

SUCCESSFUL BIDDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by SUCCESSFUL BIDDER, their subcontractors or anyone employed, directed or supervised by SUCCESSFUL BIDDER.

13. COST

SUCCESSFUL BIDDER shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).

14. INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

15. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by SUCCESSFUL BIDDERS' Insurance Company representative:

1. Insurance Broker's name, complete address, contacts name, phone and fax numbers.
2. SUCCESSFUL BIDDER'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: Bid Number 603207-13 and Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government Center (must be identified on the initial insurance form and each renewal form).

Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government Center

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.

Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government Center

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT 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 4TH 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 3
BID NO. 603207-13
ANNUAL REQUIREMENTS CONTRACT FOR LANDSCAPE AND GROUNDS MAINTENANCE FOR THE
CLARK COUNTY GOVERNMENT CENTER**

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

I, _____, on behalf of my company, _____, being
(Name of Sole Proprietor) (Legal Name of Company)
duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 603207-13, entitled Annual Requirements Contract for Landscape and Grounds Maintenance for the Clark County Government 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 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 _____, _____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

ATTACHMENT 4

ANNUAL PERFORMANCE BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Principal Contractor, and _____, as Surety, are held and firmly bound unto CLARK COUNTY, NEVADA, hereinafter called COUNTY, in the annual sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into CONTRACT with said COUNTY to perform all work required under **BID NO. 603207-13** of COUNTY'S specifications, entitled **ANNUAL REQUIREMENTS CONTRACT FOR LANDSCAPE AND GROUNDS MAINTENANCE FOR THE CLARK COUNTY GOVERNMENT CENTER.**

NOW THEREFORE, if said Contractor shall perform all the requirements of said CONTRACT required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said CONTRACT, shall not in any way release said Contractor or said Surety.

Notwithstanding the requirements of CONTRACT, the term of this annual (12 month) bond shall commence _____, and may be extended annually for a term of twelve (12) months upon mutual consent of COUNTY and the Surety by issuance of a Continuation Certificate or issuance of a new bond.

SIGNED this _____ day of _____, 20_____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____
(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

**ATTACHMENT 5
 BID NO. 603207-13
 ANNUAL REQUIREMENTS CONTRACT FOR LANDSCAPE AND GROUNDS MAINTENANCE FOR THE
 CLARK COUNTY GOVERNMENT CENTER**

DISTRIBUTION OF LINE ITEM PRICE

Item No.	Description	% Labor		% Product		% Transportation		% Other		Total
1.	Landscape and Grounds Maintenance for the Clark County Government Center, as Specified	%	+	%	+	%	+	%	=	100%
2.	Power Wash Patio Area, as Specified	%	+	%	+	%	+	%	=	100%
3.	Empty Trash Receptacles, as Specified	%	+	%	+	%	+	%	=	100%

**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.

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.

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:						
MBE	WBE	DBE	PBE	SBE	VET	DVET
Minority Owned	Women Owned	Disabled	Physically Challenged	Small Business	Veteran Owned	Disabled Veteran Owned
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 <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>

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:

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

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Notes/Comments:

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