



Department of Administrative Services
Purchasing and Contracts Division

**CONFIRMATION FORM
for
RECEIPT OF BID NO. 603228-14**

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. BID NO. 603228-14 BID PAGES: 48
DESCRIPTION: ANNUAL REQUIREMENTS MAINTENANCE CONTRACT FOR
CARPET AND VINYL FLOORING

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

Please indicate the method you used to obtain this Bid Document:

_____ Internet _____ Plan Room

**FAX THIS CONFIRMATION FORM TO: (702) 386-4914
TYPE or PRINT CLEARLY**

CLARK COUNTY, NEVADA

INVITATION TO BID

BID NO. 603228-14

ANNUAL REQUIREMENTS MAINTENANCE CONTRACT FOR CARPET AND VINYL FLOORING

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. 603228 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 **MARCH 11, 2015** at **10:00 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 Chetan Champaneri, Purchasing Analyst, at (702) 455-2729 no later than **TUESDAY, MARCH 10, 2015**, 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 **MARCH 30, 2015** 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.

PUBLISHED:
Las Vegas Review-Journal
MARCH 4, 2015

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I – INSTRUCTION TO BIDDERS

BID NO. 603228-14

ANNUAL REQUIREMENTS MAINTENANCE CONTRACT FOR CARPET AND VINYL FLOORING

1. INTENT OF INVITATION

This is an annual requirements contract to furnish and install carpet and vinyl flooring materials throughout Clark County maintained and operated buildings including Community Centers, Fire Stations, and Administrative Buildings on an as needed basis. This work will include, but not limited to: removal of existing flooring material, furnish and install carpet, vinyl and VCT and any other related service work that is standard for the industry in accordance with the specifications herein. It is the intent of this formal invitation to Bid to receive bids from qualified Bidders for the services 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. **Lot:** A group of items similar in nature and bought individually, all items in a lot must be bid on to be a responsible bidder considered for award.
- N. **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.
- O. **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.
- P. **Purchasing Manager:** The Clark County Purchasing Manager or their designee responsible for the Purchasing and Contracts Division.
- Q. **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.

- R. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.
- S. **Rural:** Clark County has towns outside of the urban valley
- T. which include, but are not limited to: Laughlin, Moapa Valley, Sandy Valley, and Indian Springs.
- U. **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.
- V. **Urban:** This includes the contiguous urban Las Vegas Valley.

3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Chetan Champaneri, Purchasing Analyst, telephone number (702) 455-2729 or the Purchasing and Contracts Front Desk at (702) 455-2897. After award, the designated contact will be John Rodriguez, Construction Project Coordinator, Real Property Management, telephone number (702) 455-2521 or as identified on each respective Purchase Order.

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

- 1. 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.
- 2. 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.
- 3. Addenda shall be available via mail, certified mail, fax, online or pick up by all prospective Bidders.
- 4. 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) Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for CONTRACT utilizing **Attachment 1**. The information provided in **Attachment 1** by Bidder is for COUNTY'S information only.

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

11. DESCRIPTIVE LITERATURE

Bidder may be requested to provide the latest printed specifications and advertising literature on the product(s) offered on its Bid Form.

12. PRODUCTS

New Product:

SUCCESSFUL BIDDER shall guarantee that the product provided to COUNTY shall be new, and of the latest and most improved model of current production, and shall be of first quality as to workmanship and materials used in said units.

A new product is defined as a product that is made up completely of unused, genuine, original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable.

13. SUBSTITUTIONS

Specifications are intended to show kind and quality required, and are not intended to be restrictive. **Additional bids that are equal to, or exceed the requirements stated in this document are invited.** Bidders desiring to submit more than one bid for items other than those specified shall observe the following procedure:

- A. Submit with the bid complete manufacturer's brochures of the actual items being offered, including pictures or dimensional drawings.
- B. Proof, satisfactory to COUNTY, must be provided by Bidder to show that the product is equal to, or exceeds the bid specifications in design and performance.
- C. Equivalent items may be subject to performance testing.

14. TEST MODELS

COUNTY may request, at no cost to COUNTY, that the apparent low Bidder provide a test model of the product offered. The performance, characteristics and components of the model submitted for inspection and testing shall be considered a representative model of the product proposed and intended for delivery. Any product tested and found not meeting the minimum requirements of these specifications will not be considered for award of this bid.

15. RECYCLED PRODUCTS

RECYCLED PRODUCTS - PREFERENCE

In accordance with NRS 332.065.2 (a), COUNTY gives preference to Bidders who propose recycled products if Bidder is found to be responsive and responsible, the recycled product meets all of the requirements in this bid document, and costs no more than a comparable non-recycled product. Bidders shall note in their bid submittal if a recycled product is being offered. Bidders may be requested to submit the appropriate documentation to validate that the recycled product meets all of the requirements defined in this document within **five (5)** calendar days of COUNTY'S request.

16. 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.

17. 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.

18. ADDITIONAL BIDS

Bidders may submit more than one bid as long as all such bids comply with, or exceed, the bid terms, conditions and specifications.

19. 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.

20. 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.

21. BIDDER'S REPRESENTATION

A. **Each Bidder by submitting their Bid represents that:**

1. 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.
2. Bidder is familiar with the local conditions under which the work is to be performed.
3. **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.**

22. NEVADA STATE CONTRACTOR'S BOARD LICENSING

- A. Bidders for this work must be qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624. Failure to comply shall result in rejection of the Bidder. Nevada Contractor's License number and dollar limit must be indicated on the Bid Form page. Should there be a protest regarding the applicability of the low Bidder's Contractor's license to the scope of the project, it shall be the low Bidder's responsibility to obtain an opinion from the State Contractor's Board at its next meeting. Bidders are reminded that, per NRS 624.3015, bidding on a contract for work in excess of its limits or beyond the scope of its license is grounds for disciplinary action by the State Contractors Board.
- B. The Bidder(s), and the successful Contractor(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.
- C. Bidders Contractor dollar limit shall be equal to or greater than \$700,000.00.

23. 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 Purchasing and Contracts Division, 4th Floor 500 South Grand Central Parkway Las Vegas, Nevada 89106	Clark County Government Center Attn: Purchasing and Contracts, 4th Floor 500 South Grand Central Parkway P.O. Box 551217 Las Vegas, Nevada 89155-1217	Clark County Government Center Attn: Purchasing and Contracts, 4th Floor 500 South Grand Central Parkway 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.

24. 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.

25. 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).

26. 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 and 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.

27. 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.

28. 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.

- 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.

29. 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.

30. 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.

31. 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 Manager its written notice of intent to appeal the decision to the BCC. The Purchasing Manager 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 Manager 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.

32. METHOD OF AWARD

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

33. 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.

34. INITIAL TERM

The initial term of CONTRACT shall be from date of award through March 31, 2016.

35. CONTRACT RENEWAL

COUNTY reserves the option to renew CONTRACT for an additional **four (4), one-year** period(s) from its expiration date.

36. CONTRACT EXTENSION

COUNTY reserves the option to temporarily extend CONTRACT for up to thirty (30) calendar days from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

37. 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 and 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).

38. 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.

39. 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.

40. COOPERATION BY SUCCESSFUL BIDDER(S)

SUCCESSFUL BIDDER may be required to cooperate and 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.

41. PRICE ADJUSTMENT REQUESTS

Commencing on date of award, prices shall not be subject to change during the initial one (1) year 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 Manager, 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.

Producer Price Index (PPI): Series ID: PCU31411-31411- Carpet and Rug Mills will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of PPI change or three (3) percent for an increase or decrease.

- ❑ Suitable Proof:
Print-out of PPI index and calculated increase and/or Letter from Manufacturer/ Distributor.
- ❑ **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.
- ❑ Price Decrease
COUNTY shall receive the benefit of a price decrease to any line item at any time during the initial year term and for any subsequent term(s) if the decrease exceeds three (3) 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.
- ❑ 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.

42. 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.

43. ESTIMATED BUDGET

COUNTY has estimated that the annual budget for the goods and services described herein is estimated to be \$600,000 for the initial term of the Bid and thereafter, its estimated to be within \$100,000 to \$225,000 annually, which shall be subject to budget appropriations for each fiscal year. Bidders shall be aware that this is an approximate only and in no shape or form does the COUNTY guarantee that this amount will be allocated to the goods and services described herein. Payment to the SUCCESSFUL BIDDER shall be made only for the actual services provided and supplies furnished and installed in accordance with the requirements herein and it is understood that the estimated dollar amount to be allocated may be increased, decreased without, in any way, invalidating bid prices. The following dollar values are the COUNTY's expenditures against the previous Bid, Bid No.601342-08 Annual Requirements Contract to Furnish and Install Carpet and VCT Flooring Materials: 02/2009 through 12/2009: \$132,251, 01/2010 through 12/2010: \$68,419.29, 01/2011 through 12/2011: \$89,666.82, 01/2012 through 12/2012: \$216,870.48, and 01/2013 through 03/2014: \$214,683.

II -GENERAL CONDITIONS

BID NO. 603228-14

ANNUAL REQUIREMENTS MAINTENANCE CONTRACT FOR CARPET AND VINYL FLOORING

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

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. 603228-14

ANNUAL REQUIREMENTS MAINTENANCE CONTRACT FOR CARPET AND VINYL FLOORING

Name of Firm

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, unless otherwise noted:

- 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, email address, and phone number of three (3) firms, including government agencies, in the Las Vegas, Nevada area for which SUCCESSFUL BIDDER is currently performing for or has performed services in like kind to those specified in this Bid; and
- C. A copy of the product's printed specifications advertising literature or catalogs as specified.
- D. A letter from the manufacturers, signed by an authorized representative, that confirms that the manufacturer carpet lines being represented by the SUCCESSFUL BIDDER are in compliance with Section IV: Technical Specification.
- E. A copy of current applicable Clark County Business License
- F. SUCCESSFUL BIDDER shall provide the documentation suitable to COUNTY that the SUCCESSFUL BIDDER is in compliance with the following Bid requirements: i) Special Conditions, Item No.2 – Manufacturer Certified/preferred installer; ii) Special Conditions, Item NO. 4 – Local Facility; and iii) Special Conditions, Item No. 6 – Carpet Requirements, subparagraph B – Carpet Sustainability.

2. MANUFACTURER CERTIFIED/PREFERRED INSTALLER

SUCCESSFUL BIDDER shall submit to COUNTY, when requested, documentation from all of the carpet manufacturers, that they are representing, that the SUCCESSFUL BIDDER's is classified as a certified/preferred installer, by the manufacturers (hereinafter called "certification"). SUCCESSFUL BIDDER shall maintain said certification through the term of the contract including any options years that may be exercised by the COUNTY.

3. TECHNICAL SPECIFICATIONS

Technical Specifications for all products are identified to aid the Bidders in identifying the minimum requirements. Bids that are not equal to, or exceed the requirements specified in this document shall be deemed nonresponsive and shall not be considered for award.

4. LOCAL FACILITY

A. Service Station

SUCCESSFUL BIDDER shall maintain a local service station. The station shall be capable of warehousing (as further described on page II-9, paragraph D), servicing, repairing and installing flooring materials, troubleshooting, and maintaining COUNTY'S flooring needs, to be verified by COUNTY'S representative. Non-compliance with this Section may result in termination of CONTRACT.

5. 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.

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.

6. FLOORING REQUIREMENTS

A. HIGH AND MEDIUM, CARPET PERFORMANCE CATEGORIES

SUCCESSFUL BIDDER shall submit the carpet manufacturers name and collection/style (hereinafter will be referred to as carpet lines) name for each respective category (medium, & high). The SUCCESSFUL BIDDER shall provide no less than 5 carpet lines from three different manufacturers, all carpet lines shall meet or exceed the technical specifications within the bid document and at the unit cost which is submitted by the SUCCESSFUL BIDDER. COUNTY request that each Bidder's carpet lines submitted shall consist of patterned carpet which is discrete and professional in nature. Bidder's shall provide the manufacturers name and the manufacturer's style/collection name in the appropriate section of the Bid Form page.

B. CARPET SUSTAINABILITY

SUCCESSFUL BIDDER shall obtain written assurance that the manufacturers carpet lines intends to continue to produce the carpet recommended and priced by the SUCCESSFUL BIDDER through 2019 without variation. These written documents shall be submitted along with the bid form page. If carpet is discontinued prior to 2019 or if requested by COUNTY for any other reason, SUCCESSFUL BIDDER shall provide another carpet line, which meets the terms and conditions within this contract, which is similar in fashion at the same unit cost.

C. QUICK-SHIP CARPET COLORS

Within each carpet line submitted by the SUCCESSFUL BIDDER no less than 2 of the colors within the carpet line shall be considered quick-ship items from the manufacturer. Quick Ship is defined as up to 1,000 sq. yards of carpet available to ship within ten (10) business days.

D. FLOORING MANUFACTURER'S SAMPLE BOOK

SUCCESSFUL BIDDER shall provide COUNTY within five (5) business days and on an as-needed basis after the initial requirement, the flooring manufacturer's samples books which the SUCCESSFUL BIDDER submitted pricing on. The flooring sample books shall contain all the colors and pattern selections available within the carpet and vinyl lines. Flooring sample books shall also clearly indicate which colors/patterns are available by quick-ship from the manufacturer and the number of days for quick-ship orders to ship. The sample books shall also include the normal lead times for non-quick-ship colors. Failure to comply with the forgoing may constitute a breach of contract and may result in termination of CONTRACT.

E. CARPET DYE LOTS

SUCCESSFUL BIDDER shall guarantee that products on **each** order from the manufacturer will be manufactured in one dye lot. If it is not possible to provide orders in a single dye lot, the SUCCESSFUL BIDDER shall bring this to the attention of the COUNTY'S authorized representative prior to the ordering of the carpet. SUCCESSFUL BIDDER shall be responsible for all cost involved in cancelling an order, regardless if the carpet has shipped or not, if it failed to address this issue in a timely manner to the COUNTY'S representative.

F. COVE BASE

SUCCESSFUL BIDDER shall submit the Cove Base manufacturers name and collection/style (hereinafter will be referred to as Cove Base lines) name for each size of Cove Base. The SUCCESSFUL BIDDER shall provide one (1) Cove Base line for each size required (4" and 6"); Cove Base lines shall meet or exceed the technical specifications within the bid document and at the unit cost which is submitted by the SUCCESSFUL BIDDER. We request that each Bidder's Cove Base lines submitted shall consist of Cove Base lines which are discrete and professional in nature. SUCCESSFUL BIDDER shall provide the manufacturers name and the manufacturer's style/collection name in the appropriate section of the Bid Form page.

G. SHEET VINYL AND VINYL COMPOSITE TILE

SUCCESSFUL BIDDER shall submit the Sheet Vinyl and Vinyl Composite Tile (VCT) manufacturers name and collection/style (hereinafter will be referred to as Vinyl lines) name for each type of vinyl flooring. The SUCCESSFUL BIDDER shall provide one (1) vinyl line from two (2) different manufacturers, all vinyl lines shall meet or exceed the technical specifications within the bid document and at the unit cost which is submitted by the SUCCESSFUL BIDDER. We request that each Bidder's vinyl lines submitted shall consist of vinyl lines which are discrete and professional in nature. SUCCESSFUL BIDDER shall provide the manufacturers name and the manufacturer's style/collection name in the appropriate section of the Bid Form page.

H. WARRANTY/MAINTENANCE AND SERVICE

SUCCESSFUL BIDDER shall repair or replace defective carpet/VCT, materials and/or workmanship of said carpet/VCT flooring during the term of this contract, including COUNTY'S option to exercise renewal option(s) at no cost to COUNTY. SUCCESSFUL BIDDER shall be responsible to facilitate the repair or replacement for COUNTY with manufacturer of said defective carpet/VCT flooring.

All manufacturer's warranties shall be non-prorated, time period(s) specified in section IV – Technical Specifications, and shall cover, as part of the warranty coverage, delamination, edge ravel, loss of no more than 20lb average tuft bind loss, no more than 10% face yarn loss, adhesive failure, backing, and static electricity as specified within this bid document.

Carpet Manufacturer Warranty documentation shall be submitted for each carpet line that is being represented on the Bid Form page by the SUCCESSFUL BIDDER, within forty-eight (48) hours of COUNTY'S request. If the warranty documentation submitted does not meet or exceed the warranty requirements specified in Section IV- Technical Specification and/or failure to provide warranty documentation may result in the Bidder being disqualified and their bid may be rejected.

I. BID FORM UNIT PRICE(S)

The SUCCESSFUL BIDDER shall perform the services described within this Bid document at the unit price submitted on Section V- Bid Form page. The COUNTY will not accept any bid that requires a minimum requirement on individual purchases. If the vendors submits a bid on a product that has a minimum the vendor must factor that additional materials cost into the per yard and/or linear foot bid price(s).

7. SERVICE REQUIREMENTS

A. GEOGRAPHICAL AREA

The work to be performed under this contract shall be for the replacement of existing flooring projects that are geographically located within the contiguous Las Vegas Valley area. For work to be performed outside of the contiguous Las Vegas Valley area, SUCCESSFUL BIDDER's pricing shall be reflective of Bid Form pricing plus mileage, as identified within Special Conditions, Item No.17 – Labor.

B. OUTLYING INSTALLATIONS

COUNTY may require installations in the outlying communities. The COUNTY reserves the right to contract these services separately without invalidating this bid.

C. HOURS OF INSTALLATION

The majority of the installations will be performed from 5:00 P.M. – 5:00 A.M., seven days a week, including holidays. Bidders should, therefore, quote unit prices accordingly. Bids received which take exception to this shall be deemed nonresponsive and not considered for award. Additional charges for alternative hour(s) labor charge will not be permitted, as it should be based upon the above hours of installation.

D. STORAGE AND HANDLING

1. Storage - SUCCESSFUL BIDDER shall have warehouse space sufficient to accept, receive and store carpet, including cove base, transition strips, Sheet Vinyl and VCT Tile, under this Contract. The Carpet and related materials shall be stored in a climate-controlled dry space and shall be adequately protected from soil, dust, moisture and other contaminants and stored on a flat surface, and in accordance with manufacturer's specifications. SUCCESSFUL BIDDER shall be liable for loss to any property of COUNTY furnished or acquired under this contract and shall reimburse the COUNTY for the loss of COUNTY property within 10 calendar days or within the additional time period granted by COUNTY.
2. Handling – SUCCESSFUL BIDDER shall make all arrangements for delivering and unloading at the job site. Carpet and other flooring materials shall be transported in a manner that prevents damage and distortion. Bending or folding individual carpet rolls is not recommended. When bending or folding is unavoidable for delivery purposes, the carpet should be unrolled and allowed to lie flat immediately upon arrival at the SUCCESSFUL BIDDER's installation site.

E. MATERIAL SAFETY DATA SHEETS

The SUCCESSFUL BIDDER shall provide the COUNTY with all safety data sheets for products intended for use during this contract, at COUNTY request. Additionally, the SUCCESSFUL BIDDER shall have copies of said sheets at each jobsite with the installation crew.

F. SITE INSPECTION AND PLANNING

Within forty-eight (48) hours of COUNTY's request or as mutually agreed upon, SUCCESSFUL BIDDER shall visit, inspect, and familiarize themselves with the project site. The SUCCESSFUL BIDDER shall provide, when applicable or when requested by COUNTY'S authorized representative, a scale drawing of the area to be installed to determine carpet quantities, edge treatments, pile direction, adhesives, moldings and other accessories, to identify the proper locations of seams (seam diagram), phasing plan, and any other applicable information. The scale drawings shall be submitted to the COUNTY'S representative along with Attachment A, Request for Quote, which shall be in accordance with the contract pricing and any other applicable information requested by COUNTY within twenty-four (24) hours of the site visit or as mutually agreed upon by both parties.

G. INSTALLATION DAY

The COUNTY'S representatives shall meet the Contractor at the jobsite at the pre-determined date and time as requested and/or as identified on Attachment A, Request for Quote which was completed by SUCCESSFUL BIDDER for the respective project. The COUNTY'S designee will remain onsite during the installation, if possible.

H. CONTRACT EFFORT REQUIRED

1. Productive man-hour requirements for the performance of all services specified herein is the sole responsibility of the Bidder. It is the utmost important that the bidder utilizes skilled and productive manpower in order to satisfactorily furnish the required level of services specified in this Contract. Failure on the part of the Bidder to utilize skilled and productive manpower may produce unsatisfactory results which may cause the COUNTY to make deductions from the Bidder's invoice(s) for unsatisfactory work or work not accomplished and if not accepted may be considered grounds for termination of Contract.
2. The SUCCESSFUL BIDDER shall furnish, at SUCCESSFUL BIDDER's expense, the supervision required to insure the necessary management of personnel, and to insure the installation is in accordance to the respective manufacturer's installation requirements. COUNTY shall have access to assigned supervisor via mobile phone 24 hours a day seven days a week.
3. All work shall be performed by skilled, experienced tradesmen directly employed and supervised by the SUCCESSFUL BIDDER. Any and all employees performing work under this Contract shall be satisfactory to the COUNTY. The SUCCESSFUL BIDDER's employees may be required to wear distinctive identification (uniform or photo badge) of a type approved by the COUNTY.

I. FURNITURE MOVEMENT

If requested by COUNTY, SUCCESSFUL BIDDER will be required to remove all free standing furniture prior to the agreed start date and time as specified in the Work Order Form. COUNTY'S authorized representative shall be responsible for moving electrical and telephone wires. There shall be no carpet laid over electrical or telephone wire. SUCCESSFUL BIDDER shall be required to set furniture back in place when appropriate to do so or as required by COUNTY'S authorized representative. If applicable, COUNTY may require SUCCESSFUL BIDDER to provide additional ancillary services as needed. The cost(s) associated with the aforementioned services will be mutually agreed upon by both parties.

J. FLOORING REMOVAL AND REMNANTS:

The SUCCESSFUL BIDDER shall remove and dispose of existing flooring, including but not limited to cove base, transition strips, vinyl flooring, and any other flooring related material. SUCCESSFUL BIDDER shall recycle all existing flooring and shall not dispose flooring materials in any landfill. The SUCCESSFUL BIDDER, upon request, shall furnish a certificate verifying the reclamation of flooring materials and the pounds of material diverted from the landfill. At COUNTY'S request, Any and all new flooring remnants shall remain at the jobsite. The SUCCESSFUL BIDDER shall include any additional costs associated with the forgoing, if applicable, and incorporate it into the carpet removal cost under Group II – removal of Flooring, Line Item No. 1, Carpet, on the Bid Form page V-1.

K. ASBESTOS AND LEAD

SUCCESSFUL BIDDER shall request and obtain from the COUNTY'S authorized representative, during the initial site visit, existing asbestos and lead documentation which outline the existing presence and quantity. Furthermore, Whenever and where ever during the course of performing any services under this Contract, SUCCESSFUL BIDDER discovers the presence of asbestos and/or lead or suspects that asbestos and/or lead is present, the SUCCESSFUL BIDDER shall stop the work immediately, secure the area, notify the COUNTY'S representative and await positive identification of the suspect material. During the downtime in such a case, the SUCCESSFUL BIDDER shall not disturb the surrounding surfaces and shall protect the area with suitable dust covers. In the event the SUCCESSFUL BIDDER is delayed due to discover of asbestos and/or lead or suspected asbestos and/or lead, than a mutually agreed extension of time to perform the work shall be allowed to the SUCCESSFUL BIDDER but without additional compensation due to time extension.

L. FLOOR PREPERATION

The SUCCESSFUL BIDDER shall prepare all flooring surfaces in accordance with the manufacturers installation requirements, no exceptions shall be permitted. SUCCESSFUL BIDDER shall only use preparation materials that are approved by the manufacturer. Floor preparation may include, but not limited to, removal of all deleterious substances from substrate(s) that would interfere with or be harmful to the installation, apply barrier coating to sub floor to eliminate the effects of old adhesive, remove sub-floor ridges and bumps, fill cracks, joints, holes, and other defects; verify that sub-floor is smooth and flat within manufacturers specified tolerance and ready to receive carpet; verify that substrate surface is dust-free and free of substances that would impair bonding of product to the floor; and verify that concrete surfaces are ready for installation by conducting moisture and pH testing in accordance with ASTM F 1869 or ASTM F2170, as amended, unless otherwise recommended by the flooring manufacturer. Furthermore, SUCCESSFUL BIDDER shall determine the compatibility of the resilient flooring adhesives to the concrete floors by a bond test in accordance with the flooring manufacturer's recommendations. Submit copy of test reports for moisture and alkalinity content of concrete slab, and bond test stating date of test, person conducting the test, and the area tested to COUNTY representative for review and approval. Floor preparation which requires additional services not described herein and/or due to unforeseen extenuating circumstance a fee will be mutually agreed upon by the COUNTY and the SUCCESSFUL BIDDER for the additional floor preparation services to be provided.

M. INSTALLATION GUIDELINES

Installation of all flooring products, including cove and hemmed top Carpet base, and transition strips. , shall be in strict accordance with Manufacturers installation requirements. SUCCESSFUL BIDDER must provide and use manufacturer's approved adhesives for each product at no additional cost to COUNTY. All installation equipment and materials including adhesives, seam sealer, trowels, and all other applicable items are to be furnished by the installer and all costs are to be included in the installation cost for the respective item.

N. COVE BASE

The SUCCESSFUL BIDDER shall furnish and install carpet hemmed top base and vulcanized thermoset rubber cove base ("cover base"), where applicable, at COUNTY'S option. SUCCESSFUL BIDDER shall also furnish and install preformed 90 degree corners and transition strips, where applicable. SUCCESSFUL BIDDER shall include all cost for cove base, preformed 90 degree corners, transition strips, adhesive materials, and labor to furnish and install shall be included in the installation cost per linear foot quoted in the Bid Document for carpet hemmed top base and cove base, respectively.

O. DOCUMENTATION FOR FLOORING

SUCCESSFUL BIDDER shall submit to COUNTY'S representative documentation pertaining to the care and maintenance of the flooring material and any other documentation which may be requested within forty-eight (48) hours of completion of each respective project.

8. INSPECTION OF SERVICES

- A. The COUNTY has the right to inspect and test all services called for by this Contract, at all times and places during the term of the Contract. The COUNTY shall perform inspections and test in a manner that will not unduly delay the work.
- B. If the SUCCESSFUL BIDDER does not perform the services in accordance with the terms and conditions within the contract, the SUCCESSFUL BIDDER shall perform said services again in conformance with the contract requirements, at no additional cost to the COUNTY.

9. 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.

10. SERVICE AND INSPECTION INSTRUCTIONS

The product may be inspected at time of delivery, by an authorized representative of COUNTY, for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this specification. In the event deficiencies are detected, the product will be rejected to make the necessary repairs, adjustments or replacements. Payment and commencement of a discount period (if applicable) will not be made until the corrective action is made the product is re-inspected and accepted. If the product is accepted at delivery and later rejected because of deficiencies, it shall be the dealer's responsibility to pick up the product, make the necessary corrections and redeliver the product for re-inspection and acceptance at no additional cost to COUNTY.

11. MAXIMUM DELIVERY TIME

Maximum delivery time for flooring material is 45 calendar day(s), unless COUNTY approves an exception for any given project. Failure to offer a delivery time within the maximum number of days specified may be considered a substantial deviation and be cause for rejection. Time is of the essence and failure to meet the delivery time specified shall constitute a breach of contract and may result in termination of CONTRACT.

12. 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.

13. PARTIAL SHIPMENTS

Partial shipments will not be permitted, unless approved by COUNTY'S authorized representative.

14. 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.

15. DAMAGED OR DEFECTIVE PRODUCTS

SUCCESSFUL BIDDER shall replace, at no cost to COUNTY, damaged or defective products within forty-eight hour(s) after notice or within the additional time period granted by COUNTY. 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.

16. 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

All labor rates shall be reflective of services rendered in the contiguous Las Vegas Valley area. For services required outside of the Las Vegas Valley area, billing shall be reflective of the SUCCESSFUL BIDDER's rates contained on the Bid Form plus mileage.

Mileage under CONTRACT shall be defined and set at the current U.S. GSA's CONUS rates for non-government owned vehicles at the time of travel. Current U.S. GSA CONUS rates breakdowns can be accessed on the following website: <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>.

Ex. (current CONUS rate) \$0.55 x 50 miles = \$27.50

17. 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.

18. 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.

19. 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.

20. PERMITS AND FEES

The SUCCESSFUL BIDDER shall determine and secure and pay for all fees and permits which may include, but not be limited to the following: building permit; plan check fee; dust control permit; sanitation/sewer; stormwater pollution, water; tortoise; and other permits, connection and governmental fees; licenses; and all special inspections necessary for proper execution and completion of the work, unless otherwise specified.

21. PROTECTION OF EQUIPMENT AND FURNISHINGS

SUCCESSFUL BIDDER shall not disturb or damage any fixed property, including but not limited to light fixtures, baseboards, and windows. SUCCESSFUL BIDDER shall be responsible for the cost for any damaged caused by negligence and shall reimburse the COUNTY for any cost incurred due to the SUCCESSFUL BIDDERS negligence.

22. PROTECTION OF WORK IN PROGRESS – MATERIALS AND EQUIPMENT

SUCCESSFUL BIDDER shall be responsible for and shall bear any and all risk of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the work until completion and final acceptance of work under this Contract. Excluded from SUCCESSFUL BIDDER's responsibility is any loss or damage which results from the sole active negligence of the COUNTY or its representatives.

23. 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.

24. 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.

25. 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.

26. 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

27. 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.

28. 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 forty-eight hours or within the additional time period granted by COUNTY 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 may be issued work orders by COUNTY'S Facilities Help Desk. The work order in conjunction with a valid purchase order shall serve as SUCCESSFUL BIDDER'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.

29. 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.

30. 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.

31. 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.

32. 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.

33. TRAINING

COUNTY may periodically require SUCCESSFUL BIDDER to provide training. Training shall be provided to COUNTY'S personnel by a qualified factory representative or SUCCESSFUL BIDDER'S personnel. The training shall consist of proper operation techniques, including care and maintenance of the flooring products. The training shall take place at a location designated by COUNTY'S representative.

34. 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 and work 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.

35. 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.

36. 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.

37. 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.

38. LIQUIDATED DAMAGES – COMPLETION OF FLOORING PROJECT(S)

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, \$250.00 per calendarday. 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.

39. SUBMITTAL OF USAGE REPORTS

If requested by COUNTY, SUCCESSFUL BIDDER shall submit an annual usage report ten (10) calendar days after the end of the specified period. The report shall list all items purchased by COUNTY for the period, including all specified and non-specified bid items. The report shall be submitted in duplicate to the designated contacts as identified in this document. The report shall list the manufacturer's part number, description, and quantity purchased for the period.

40. CONTRACT PERFORMANCE CUSTOMER SURVEY (NEW)

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 and challenges encountered in the contract management process. Participation in this process shall be considered as part of SUCCESSFUL BIDDER'S performance.

41. 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.

42. 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.

43. 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 – TECHNICAL SPECIFICATIONS

BID NO. 603228-14

ANNUAL REQUIREMENTS MAINTENANCE CONTRACT FOR CARPET AND VINYL FLOORING

Name of Firm

INTENT:

It is the intent of these specifications to provide carpet and flooring materials that will conform to the specifications, and be suitable for continuous use by the COUNTY. The carpet and flooring offered shall be new, unused, the current production model and conform to the specifications provided below.

The carpet and flooring shall comply with all Federal and State of Nevada Emission Control Regulations, and Safety Standards in effect at the time of delivery to the COUNTY.

These specifications shall be construed as minimum requirements. Should the manufacturer's current published data or specifications exceed these, they shall be considered as minimum and be furnished by the Bidder.

BIDDERS MUST RETURN THE ORIGINAL OR A PHOTOCOPY OF THIS FORM AND MAKE AN ENTRY FOR EACH SPECIFICATION IN THE SPACE PROVIDED OPPOSITE THE SPECIFICATIONS, INDICATING ANY VARIANCES IN THE SPECIFICATION. IF THERE IS NOT ENOUGH SPACE, ATTACH AN ADDITIONAL SHEET OF PAPER.

SPECIFICATION NO. 1			
HIGH PERFORMANCE/TRAFFIC CARPET			
A.	CARPET CONSTRUCTION/ SURFACE TEXTURE:	TUFTED/ LOOP PILE	__ YES __ NO
B.	CARPET SIZE:	6FT OR 12FT WIDE	__ YES __ NO
C.	YARN WEIGHT (PER SQ. YD.):	24oz	__ YES __ NO
D.	FACE YARN:	TYPE 6, 6 and/or Type 6	__ YES __ NO
E.	DYE SYSTEM:	YARN OR SOLUTION DYED	__ YES __ NO
F.	PRIMARY BACKING MATERIAL:	WOVEN SYNTHETIC. JUKE/CANVAS BACK WILL NOT BE ACCEPTED.	__ YES __ NO
G.	PRIMARY/SECONDARY BACKING:	IMPERMEABLE MOISTURE BARRIER	__ YES __ NO
H.	TUFT BIND TEST (ASTM D-1335):	LOOP PILE – 3.0 LBS. MINIMUM AVERAGE VALUE	__ YES __ NO
I.	CROCKING TEST (AATCC 165)	COLOR TRANSFER CLASS 4 MINIMUM, WET AND DRY, WHEN TESTED AS SPECIFIED	__ YES __ NO
J.	COLORFASTNESS TO LIGHT TEST (AATCC 16, OPT 3):	COLOR CHANGE BETWEEN THE EXPOSED AND UNEXPOSED CARPET AREAS EQUIVALENT TO A MINIMUM OF GRADE 4 ON THE GRAY SCALE FOR COLOR CHANGE AFTER AN EXPOSURE OF 40 AFU (AATCC FADING UITS) FOR ALL COLORS	__ YES __ NO
K.	ELECTROSTATIC PROPENSITY TEST (AATC-134)	LESS THAN OR EQUAL TO 3.0 KV	__ YES __ NO
L.	CRI GREEN LABEL PLUS CERTIFIED	YES	__ YES __ NO
M.	METHANAMINE PILE TEST (DOC-FF-1-70 & ASTM D-2859):	PASSES	__ YES __ NO
N.	FLOOR RADIANT PANEL TEST (ASTM-E-648)	CLASS 1 (DIRECT GLUE)	__ YES __ NO
O.	FLAMMABILITY TEST (N.B.S SMOKE CHAMBER NFPA 258 & ASTM-E-662):	LESS THAN 450 (FLAMMING MODE)	__ YES __ NO
P.	OZONE & GAS TEST (AATCC 129 RATING 3 OR BETTER PER COLOR AATCC TRANSFERENCE SCALE	PASSES	__ YES __ NO
Q.	INDOOR AIR QUALITY: CERTIFIED CRI GREEN LABEL PLUS:	YES	__ YES __ NO

SPECIFICATION NO. 1			
R	SMOKE DENSITY TEST (ASTM E-662)	LESS THAN 450 CORRECTED OPTICAL DENSITY (FLAMING MODEL)	___ YES ___ NO
S	INSTALLATION ADHESIVES AND SEAM SEALERS	COMPLIANCE WITH CRI GREEN LABEL PLUS INDOOR AIR QUALITY ADHESIVE TESTING PROGRAM	___ YES ___ NO
T	DELAMINATION TEST (ASTM D3936):	MINIMUM 2.5# PER INCH DELAMINATION RESTISTANCE	___ YES ___ NO
U	NON-PRORATED WARRANTY PERIOD:	MINIMUM 20 YEARS	___ YES ___ NO
V	WARRANTY COVERS: DELAMINATION WET OR DRY:	YES	___ YES ___ NO
W	WARRANTY COVERS: EDGE RAVEL WET OR DRY	YES	___ YES ___ NO
X	WARRANTY COVERS: LOSS OF NO MORE THAN 20LB AVG TUFT BIND TEST, WET OR DRY	YES	___ YES ___ NO
Y	WARRANTY COVERS: WEAR NO MORE THAN 10% FACE YARN LOSS	YES	___ YES ___ NO
Z	WARRANTY COVERS: ADHESIVE FAILURE	YES	___ YES ___ NO
AA	WARRANTY COVERS: BACKING	YES	___ YES ___ NO
BB	WARRANTY COVERS: ANTI-STATIC 3.0KV OR LESS	YES	___ YES ___ NO
CC	ADHESIVE: MEETS OSHA REGULATION 29 CFR 1910.1200	YES	___ YES ___ NO

SPECIFICATION NO. 2			
MEDIUM PERFORMANCE/TRAFFIC CARPET			
A.	CARPET CONSTRUCTION/ SURFACE TEXTURE	TUFTED/ LOOP PILE	___ YES ___ NO
B	CARPET SIZE:	6FT OR 12FT WIDE	___ YES ___ NO
C	YARN WEIGHT (PER SQ. YD.):	20oz	___ YES ___ NO
D	FACE YARN:	TYPE 6, 6 and/or Type 6	___ YES ___ NO
E	DYE SYSTEM:	YARN OR SOLUTION DYED	___ YES ___ NO
F	PRIMARY BACKING MATERIAL:	WOVEN SYNTHETIC. JUKE/CANVAS BACK WILL NOT BE ACCEPTED	___ YES ___ NO
G	PRIMARY/SECONDARY BACKING:	IMPERMEABLE MOISTURE BARRIER	___ YES ___ NO
H	TUFT BIND TEST (ASTM D-1335):	LOOP PILE – 3.0 LBS. MINIMUM AVERAGE VALUE	___ YES ___ NO
I	CROCKING TEST (AATCC 165)	COLOR TRANSFER CLASS 4 MINIMUM, WET AND DRY, WHEN TESTED AS SPECIFIED	___ YES ___ NO
J	COLORFASTNESS TO LIGHT TEST (AATCC 16, OPT 3):	COLOR CHANGE BETWEEN THE EXPOSED AND UNEXPOSED CARPET AREAS EQUIVALENT TO A MINIMUM OF GRADE 4 ON THE GRAY SCALE FOR COLOR CHANGE AFTER AN EXPOSURE OF 40 AFU (AATCC FADING UITS) FOR ALL COLORS	___ YES ___ NO
K	ELECTROSTATIC PROPENSITY TEST (AATC-134)	LESS THAN OR EQUAL TO 3.0 KV	___ YES ___ NO
L	CRI GREEN LABEL PLUS CERTIFIED	YES	___ YES ___ NO
M	METHANAMINE PILE TEST (DOC-FF-1-70 & ASTM D-2859):	PASSES	___ YES ___ NO
N	FLOOR RADIANT PANEL TEST (ASTM-E-648)	CLASS 1 (DIRECT GLUE)	___ YES ___ NO
O	FLAMMABILITY (N.B.S SMOKE CHAMBER NFPA 258 & ASTM-E-662):	LESS THAN 450 (FLAMMING MODE)	___ YES ___ NO
P	OZONE & GAS (AATCC 129 RATING 3 OR BETTER PER COLOR AATCC TRANSFERENCE SCALE	PASSES	___ YES ___ NO
Q	INDOOR AIR QUALITY: CERTIFIED CRI GREEN LABEL PLUS:	YES	___ YES ___ NO

SPECIFICATION NO. 2			
R	SMOKE DENSITY TEST (ASTM E-662)	LESS THAN 450 CORRECTED OPTICAL DENSITY (FLAMING MODEL)	__ YES __ NO
S	INSTALLATION ADHESIVES AND SEAM SEALERS	COMPLIANCE WITH CRI GREEN LABEL PLUS INDOOR AIR QUALITY ADHESIVE TESTING PROGRAM	__ YES __ NO
T	DELAMINATION TEST (ASTM D3936):	MINIMUM 2.5# PER INCH DELAMINATION RESISTANCE	__ YES __ NO
U	NON-PRORATED WARRANTY PERIOD:	MINIMUM 15 YEARS	__ YES __ NO
V	WARRANTY COVERS: DELAMINATION WET OR DRY:	YES	__ YES __ NO
W	WARRANTY COVERS: EDGE RAVEL WET OR DRY	YES	__ YES __ NO
X	WARRANTY COVERS: LOSS OF NO MORE THAN 20LB AVG TUFT BIND TEST, WET OR DRY	YES	__ YES __ NO
Y	WARRANTY COVERS: WEAR NO MORE THAN 10% FACE YARN LOSS	YES	__ YES __ NO
Z	WARRANTY COVERS: ADHESIVE FAILURE	YES	__ YES __ NO
AA	WARRANTY COVERS: BACKING	YES	__ YES __ NO
BB	WARRANTY COVERS: ANTI-STATIC 3.0KV OR LESS	YES	__ YES __ NO
CC	ADHESIVE: MEETS OSHA REGULATION 29 CFR 1910.1200	YES	__ YES __ NO

SPECIFICATION NO. 3			
HIGH PERFORMANCE/TRAFFIC CARPET TILE			
A	CARPET CONSTRUCTION/ SURFACE TEXTURE	TUFTED/ LOOP PILE	__ YES __ NO
B	CARPET SIZE:	18" X 18", 24" X 24", & 36" X 36"	__ YES __ NO
C	YARN WEIGHT (PER SQ. YD.):	24oz	__ YES __ NO
D	FACE YARN:	TYPE 6, 6 and/or Type 6	__ YES __ NO
E	DYE SYSTEM:	YARN OR SOLUTION DYED	__ YES __ NO
F	PRIMARY BACKING MATERIAL:	WOVEN SYNTHETIC. JUKE/CANVAS BACK WILL NOT BE ACCEPTED	__ YES __ NO
G	PRIMARY/SECONDARY BACKING:	IMPERMEABLE MOISTURE BARRIER	__ YES __ NO
H	MODULAR TILE DIMENSIONAL STABILITY (ISO 2551):	+/-0.15 % MAXIMUM	__ YES __ NO
I	TUFT BIND TEST (ASTM D-1335) MODULAR	LOOP PILE: 8.0 LBS MINIMUM AVERAGE VALUE	__ YES __ NO
J	CROCKING TEST (AATCC 165)	COLOR TRANSFER CLASS 4 MINIMUM, WET AND DRY, WHEN TESTED AS SPECIFIED	__ YES __ NO
K	COLORFASTNESS TO LIGHT TEST (AATCC 16, OPT 3):	COLOR CHANGE BETWEEN THE EXPOSED AND UNEXPOSED CARPET AREAS EQUIVALENT TO A MINIMUM OF GRADE 4 ON THE GRAY SCALE FOR COLOR CHANGE AFTER AN EXPOSURE OF 40 AFU (AATCC FADING UITS) FOR ALL COLORS	__ YES __ NO
L	ELECTROSTATIC PROPENSITY TEST (AATC-134)	LESS THAN OR EQUAL TO 3.0 KV	__ YES __ NO
M	CRI GREEN LABEL PLUS CERTIFIED	YES	__ YES __ NO
N	METHANAMINE PILE TEST (DOC-FF-1-70 & ASTM D-2859):	PASSES	__ YES __ NO
O	FLOOR RADIANT PANEL TEST (ASTM-E-648)	CLASS 1 (DIRECT GLUE)	__ YES __ NO
P	FLAMMABILITY (N.B.S SMOKE CHAMBER NFPA 258 & ASTM-E-662):	LESS THAN 450 (FLAMMING MODE)	__ YES __ NO

SPECIFICATION NO. 3			
Q	OZONE & GAS (AATCC 129 RATING 3 OR BETTER PER COLOR AATCC TRANSFERENCE SCALE	PASSES	___ YES ___ NO
R	INDOOR AIR QUALITY: CERTIFIED CRI GREEN LABEL PLUS:	YES	___ YES ___ NO
S	SMOKE DENSITY TEST (ASTM E-662)	LESS THAN 450 CORRECTED OPTICAL DENSITY (FLAMING MODEL)	___ YES ___ NO
T	INSTALLATION ADHESIVES AND SEAM SEALERS	COMPLIANCE WITH CRI GREEN LABEL PLUS INDOOR AIR QUALITY ADHESIVE TESTING PROGRAM	___ YES ___ NO
U	DELAMINATION TEST (ASTM D3936):	MINIMUM 2.5# PER INCH DELAMINATION RESTISTANCE	___ YES ___ NO
V	DELAMINATION RESISTANCE OF SECOND BACKING (ASTM D3936)	MINIMUM 2.5 LBS. PER INCH DELAMINATION RESTISTANCE	___ YES ___ NO
W	NON-PRORATED WARRANTY PERIOD:	MINIMUM 20 YEARS	___ YES ___ NO
X	WARRANTY COVERS: DELAMINATION WET OR DRY:	YES	___ YES ___ NO
Y	WARRANTY COVERS: EDGE RAVEL WET OR DRY	YES	___ YES ___ NO
Z	WARRANTY COVERS: LOSS OF NO MORE THAN 20LB AVG TUFT BIND TEST, WET OR DRY	YES	___ YES ___ NO
AA	WARRANTY COVERS: WEAR NO MORE THAN 10% FACE YARN LOSS	YES	___ YES ___ NO
BB	WARRANTY COVERS: ADHESIVE FAILURE	YES	___ YES ___ NO
CC	WARRANTY COVERS: BACKING	YES	___ YES ___ NO
DD	WARRANTY COVERS: ANTI-STATIC 3.0KV OR LESS	YES	___ YES ___ NO
EE	ADHESIVE: MEETS OSHA REGULATION 29 CFR 1910.1200	YES	___ YES ___ NO

SPECIFICATION NO. 4			
MEDIUM PERFORMANCE/TRAFFIC CARPET TILE			
A.	CARPET CONSTRUCTION/ SURFACE TEXTURE	TUFTED/ LOOP PILE	___ YES ___ NO
B	CARPET SIZE:	18" X 18", 24" X 24", & 36" X 36"	___ YES ___ NO
C	YARN WEIGHT (PER SQ. YD.):	20oz	___ YES ___ NO
D	FACE YARN:	TYPE 6, 6 and/or Type 6	___ YES ___ NO
E	DYE SYSTEM:	YARN OR SOLUTION DYED	___ YES ___ NO
F	PRIMARY BACKING MATERIAL:	WOVEN SYNTHETIC. JUKE/CANVAS BACK WILL NOT BE ACCEPTED	___ YES ___ NO
G	PRIMARY/SECONDARY BACKING:	IMPERMEABLE MOISTURE BARRIER	___ YES ___ NO
H	MODULAR TILE DIMENSIONAL STABILITY (ISO 2551):	+/-0.15 % MAXIMUM	___ YES ___ NO
I	TUFT BIND TEST (ASTM D-1335) MODULAR	LOOP PILE: 8.0 LBS MINIMUM AVERAGE VALUE	___ YES ___ NO
J	CROCKING TEST (AATCC 165)	COLOR TRANSFER CLASS 4 MINIMUM, WET AND DRY, WHEN TESTED AS SPECIFIED	___ YES ___ NO
K	COLORFASTNESS TO LIGHT TEST (AATCC 16, OPT 3):	COLOR CHANGE BETWEEN THE EXPOSED AND UNEXPOSED CARPET AREAS EQUIVALENT TO A MINIMUM OF GRADE 4 ON THE GRAY SCALE FOR COLOR CHANGE AFTER AN EXPOSURE OF 40 AFU (AATCC FADING UITS) FOR ALL COLORS	___ YES ___ NO
L	ELECTROSTATIC PROPENSITY TEST (AATC-134)	LESS THAN OR EQUAL TO 3.0 KV	___ YES ___ NO
M	CRI GREEN LABEL PLUS CERTIFIED	YES	___ YES ___ NO
N	METHANAMINE PILE TEST (DOC-FF-1-70 & ASTM D-2859):	PASSES	___ YES ___ NO

SPECIFICATION NO. 4			
O	FLOOR RADIANT PANEL TEST (ASTM-E-648)	CLASS 1 (DIRECT GLUE)	___ YES ___ NO
P	FLAMMABILITY (N.B.S SMOKE CHAMBER NFPA 258 & ASTM-E-662):	LESS THAN 450 (FLAMMING MODE)	___ YES ___ NO
Q	OZONE & GAS (AATCC 129 RATING 3 OR BETTER PER COLOR AATCC TRANSFERENCE SCALE	PASSES	___ YES ___ NO
R	INDOOR AIR QUALITY: CERTIFIED CRI GREEN LABEL PLUS:	YES	___ YES ___ NO
S	SMOKE DENSITY TEST (ASTM E-662)	LESS THAN 450 CORRECTED OPTICAL DENSITY (FLAMING MODEL)	___ YES ___ NO
T	INSTALLATION ADHESIVES AND SEAM SEALERS	COMPLIANCE WITH CRI GREEN LABEL PLUS INDOOR AIR QUALITY ADHESIVE TESTING PROGRAM	___ YES ___ NO
U	DELAMINATION TEST (ASTM D3936):	MINIMUM 2.5# PER INCH DELAMINATION RESTISTANCE	___ YES ___ NO
V	DELAMINATION RESISTANCE OF SECOND BACKING (ASTM D3936)	MINIMUM 2.5 LBS. PER INCH DELAMINATION RESTISTANCE	___ YES ___ NO
W	NON-PRORATED WARRANTY PERIOD:	MINIMUM 15 YEARS	___ YES ___ NO
X	WARRANTY COVERS: DELAMINATION WET OR DRY:	YES	___ YES ___ NO
Y	WARRANTY COVERS: EDGE RAVEL WET OR DRY	YES	___ YES ___ NO
Z	WARRANTY COVERS: LOSS OF NO MORE THAN 20LB AVG TUFT BIND TEST, WET OR DRY	YES	___ YES ___ NO
AA	WARRANTY COVERS: WEAR NO MORE THAN 10% FACE YARN LOSS	YES	___ YES ___ NO
BB	WARRANTY COVERS: ADHESIVE FAILURE	YES	___ YES ___ NO
CC	WARRANTY COVERS: BACKING	YES	___ YES ___ NO
DD	WARRANTY COVERS: ANTI-STATIC 3.0KV OR LESS	YES	___ YES ___ NO
EE	ADHESIVE: MEETS OSHA REGULATION 29 CFR 1910.1200	YES	___ YES ___ NO

SPECIFICATION NO. 5			
COVE BASE			
A.	Type:	1/8" Vulcanized Thermoset Rubber Cove Base, 4" & 6" Toed Base	___ YES ___ NO
B	Colors:	Assorted	___ YES ___ NO

SPECIFICATION NO. 6		
VINYL COMPOSITION TILE (VCT)		
Product Information:	Vinyl Composite Tile is produced in 1/8-inch thickness, 12 " x 12" size and complies with the requirements of Federal Specification SS-T-312B, Type IV Composition 1-Asbestos Free and AST< Designation F-1066-87 Standard Specification for VCT. These product formulations do NOT contain asbestos.	___ YES ___ NO
Definition:	VCT meets the requirements of an "Article" as set forth in Title 29, CFR 1910.1200 Hazard Communication and any other pertinent local, state, and federal laws, regulations and codes. These products are (i) formed to a specific shape or design during end use, and end use function dependent upon their shape or design during end use, and (iii) do not release any hazardous chemical under normal condition of use.	___ YES ___ NO

SPECIFICATION NO. 7		
SHEET VINYL		
Product Information:	Conform to ASTM F1303, Type II, Grade 1, Class A non-asbestos formulated fibrous backing. Minimum wear layer thickness 0.050 inch; and a minimum overall thickness 0.080 inch; and a minimum 6 feet wide; and Extend color and pattern throughout the thickness of the wear layer.	<input type="checkbox"/> YES <input type="checkbox"/> NO

CLARK COUNTY, NEVADA

V - BID FORM

BID NO. 603228-14

ANNUAL REQUIREMENTS MAINTENANCE CONTRACT FOR CARPET AND VINYL FLOORING

Name of Firm

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

The prices reflected on this bid form shall include all labor, materials, equipment, overhead, profit, and insurance necessary to cover the finished work called for.

GROUP I - FLOORING MATERIALS							
Item No.	Description	U.O.M	Unit Price		% Weight		Weighted Total
1	High performance/traffic carpet lines	Sq. Yd.	\$	x	1.10	=	\$
2	Medium performance/traffic carpet lines	Sq. Yd.	\$	x	1.20	=	\$
3	High performance/traffic carpet tile lines	Sq. Yd.	\$	x	1.10	=	\$
4	Medium performance/traffic carpet tile lines	Sq. Yd.	\$	x	1.35	=	\$
5	Vulcanized Thermoset Rubber Cove Base 4"	Ln. Ft.	\$	x	1.05	=	\$
6	Vulcanized Thermoset Rubber Cove Base 6"	Ln. Ft.	\$	x	1.05	=	\$
7	Hemmed Top Carpet Base	Ln. Ft.	\$	x	1.05	=	\$
8.	Vinyl Composition Tile (VCT)	Sq. Ft.	\$	x	1.05	=	\$
9.	Sheet Vinyl	Sq. Ft.	\$	x	1.05	=	\$
TOTAL GROUP I							\$

GROUP II- REMOVAL OF EXISTING FLOORING							
Item No.	Description	Unit of Measure	Removal Unit Price		% weight		Weighted Total
1	Carpet (Including Carpet Tile)	Sq. Yd.	\$	x	1.60	=	\$
2	Mechanical Removal of Carpet	Sq. Yd.	\$	x	1.10	=	\$
3	Cove Base	Ln. Ft.	\$	x	1.10	=	\$
4	Vinyl Flooring	Sq. Yd.	\$	x	1.20	=	\$
TOTAL GROUP II							\$

GROUP III- INSTALLATION OF FLOORING MATERIALS							
Item No.	Description	Unit of Measure	Install Unit Price		% weight		Weighted Total
1	Carpet (High/Medium)	Sq. Yd.	\$	x	1.20	=	\$
2	Carpet Title (High/Medium)	Sq. Yd.	\$	x	1.55	=	\$
3	Cove Base (4"/6")	Ln. Ft.	\$	x	1.10	=	\$
4	Hemmed Top Carpet Base	Ln. Ft.	\$	x	1.025	=	\$
5	Vinyl Composition Tile	Sq. Yd.	\$	x	1.05	=	\$
6	Sheet Vinyl	Ln. Ft.	\$	x	1.05	=	\$
7.	Carpet Manufacturer approved concrete substrate Sealer	Sq. Ft.	\$	x	1.025	=	\$
TOTAL GROUP III							\$
GRAND TOTAL: GROUP I, GROUP II, and GROUP III							\$

BIDDERS MUST BID ON ALL ITEMS TO BE CONSIDERED RESPONSIVE. ANY BID SUBMITTAL RECEIVED THAT HAS NOT BID ON ALL ITEMS WILL BE READ INTO THE RECORD AS INCOMPLETE AND AS NON-RESPONSIVE.

BIDDERS shall provide the information requested in Section III (6)(A), (F) and (G) in the spaces provided below:

High Performance Traffic Carpet Lines		
Line No.	Manufacturer's Name	Manufacturer's Style/Collection Name
1		
2		
3		
4		
5		
Line No.	Manufacturer's Name	Manufacturer's Style/Collection Name
1		
2		
3		
4		
5		
Line No.	Manufacturer's Name	Manufacturer's Style/Collection Name
1		
2		
3		
4		
5		

Medium Performance Traffic Carpet Lines		
Line No.	Manufacturer's Name	Manufacturer's Style/Collection Name
1		
2		
3		
4		
5		
Line No.	Manufacturer's Name	Manufacturer's Style/Collection Name
1		
2		
3		
4		
5		
Line No.	Manufacturer's Name	Manufacturer's Style/Collection Name
1		
2		
3		
4		
5		

High Performance Traffic Carpet Tile Lines		
Line No.	Manufacturer's Name	Manufacturer's Style/Collection Name
1		
2		
3		
4		
5		
Line No.	Manufacturer's Name	Manufacturer's Style/Collection Name
1		
2		

BIDDERS shall provide the information requested in Section III (6)(A), (F) and (G) in the spaces provided below:

3		
4		
5		
Line No.	Manufacturer's Name	Manufacturer's Style/Collection Name
1		
2		
3		
4		
5		

Medium Performance Traffic Carpet Tile Lines

Line No.	Manufacturer's Name	Manufacturer's Style/Collection Name
1		
2		
3		
4		
5		
Line No.	Manufacturer's Name	Manufacturer's Style/Collection Name
1		
2		
3		
4		
5		
Line No.	Manufacturer's Name	Manufacturer's Style/Collection Name
1		
2		
3		
4		
5		

Vulcanized Thermoset Rubber Cove Base

Line No.	Manufacturer's Name	Manufacturer's Style/Collection Name
1. (4" High)		
2. (6" High)		

Vinyl Composition Tile (VCT)

Line No.	Manufacturer's Name	Manufacturer's Style/Collection Name
1		
2.		

Sheet Vinyl

Line No.	Manufacturer's Name	Manufacturer's Style/Collection Name
1.		
2.		

SUCCESSFUL BIDDER may submit a supplemental list

Contractor's License Number: _____

Contractor's Dollar Limit: \$ _____

DELIVERY OF ALL FLOORING MATERIALS:

_____ calendar days (Maximum 45 calendar days)

DISCOUNT TERMS OF PAYMENT:

_____%, _____ calendar days.

ATTACHMENTS TO BID FORM

Attachment 1, Subcontractor Information, is attached.

Copies of the Technical Specification pages showing conformance to or variations from the specifications are attached.

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

Addendum No. _____, dated _____	Addendum No. _____, dated _____
Addendum No. _____, dated _____	Addendum No. _____, dated _____
Addendum No. _____, dated _____	Addendum No. _____, dated _____

DEVIATIONS TO BID

The Bidder will list, on a separate sheet of paper, any deviations to the conditions of this bid. This sheet will be labeled, "Deviations to Bid Conditions" and will be attached to the Bid Form. If no exceptions are stated, it will be understood that all terms and conditions will be complied with. ANY DEVIATIONS MAY BE CONSIDERED SUBSTANTIAL AND BE CAUSE FOR REJECTION.

SIGNATURE OF BIDDER

LEGAL NAME OF FIRM

NAME OF BIDDER (PRINT OR TYPE)

ADDRESS OF FIRM

PHONE NUMBER OF BIDDER

CITY STATE, ZIP

FAX NUMBER OF BIDDER

DATE

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a MBE WBE PBE SBE VET DVET ESB 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.

VETERAN OWNED BUSINESS ENTERPRISE (VET):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.

DISABLED VETERAN OWNED BUSINESS ENTERPRISE (DVET):

A Nevada business at least 51 percent owned/controlled by a disabled veteran.

EMERGING SMALL BUSINESS (ESB):

Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

ATTACHMENT 1
BID NO. 603228-14
ANNUAL REQUIREMENTS MAINTENANCE CONTRACT FOR CARPET AND VINYL FLOORING

SUBCONTRACTOR INFORMATION

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB 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 VET
 DVET ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

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

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

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

No MBE, WBE, PBE, SBE, VET, DVET or ESB subcontractors will be used.

**ATTACHMENT 2
BID NO. 603228-14
ANNUAL REQUIREMENTS MAINTENANCE CONTRACT FOR CARPET AND VINYL FLOORING**

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 and professional liability 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.

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 603228-14 and Annual Requirements Maintenance Contract for Carpet and Vinyl Flooring (must be identified on the initial insurance form and each renewal form).
8. Certificate Holder
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
9. Appointed Agent Signature to include license number and issuing state.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

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. 603228-14
ANNUAL REQUIREMENTS MAINTENANCE CONTRACT FOR CARPET AND VINYL FLOORING**

**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;**

I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 603228-14, entitled Annual Requirements Maintenance Contract for Carpet and Vinyl Flooring;

I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and

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

**EXHIBIT A
 BID NO. 603228-14
 ANNUAL REQUIREMENTS MAINTENANCE CONTRACT FOR CARPET AND VINYL FLOORING**

DATE ISSUED:

LOCATION:

REQUIRED INSTALL DATE:

COMPLETION DATE:

TIME TO COMPLETE THE PROJECT ARO:

COUNTY'S CONTACT INFORMATION:

VENDOR'S CONTACT INFORMATION:

SCALE DRAWING/SEAM DIAGRAM REQUIRED: ___ YES ___ NO

MISC. REQUIRED _____

Item No.	Est. Qty.	Unit of Measure	Description	Unit Price	Extended Total
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
Grand Total					\$

FLOORING MATERIALS AND STYLES ARE TO BE QUOTED IN ACCORDANCE WITH BID NO. 603228-14.

COVE BASE MANUFACTURERS AND STYLES ARE TO BEING QUOTED IN ACCORDANCE WITH BID NO. 603228-14.

ALL LABOR RATES IN ACCORDNACE WITH BID NO. 603228-14

Vendor's Name:
Vendor's Signature:
Title of Signatory:
Date:
Phone No.
Email:

**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), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). 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 Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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.

Nevada 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. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

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, 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). **This will also include Clark County Detention Center.**

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 (Please select one)						
<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 (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

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

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

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center 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, Department of Aviation, Clark County Detention Center 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.

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, Department of Aviation, Clark County Detention Center 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 any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative