

CLARK COUNTY, NEVADA

REQUEST FOR PROPOSAL

RFP NO. 603250-14

FOOD SERVICE AT CLARK COUNTY SHOOTING COMPLEX

The RFP package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 603250 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Proposal Conference will be held on **APRIL 29, 2014 at 3:00 p.m.**, at the Shooting Complex Shotgun Center, 11357 North Decatur Blvd, Las Vegas, NV. 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 Jim Haining, Senior Purchasing Analyst, at (702) 455-4230 no later than **APRIL 28, 2014** and a training session will be provided immediately following the pre-bid conference referenced above.

Proposals will be accepted at the Clark County Government Center address specified above, on or before **MAY 23, 2014 at 3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

PUBLISHED:
Las Vegas Review Journal
APRIL 18, 2014

GENERAL CONDITIONS
RFP NO. 603250-14
FOOD SERVICE AT CLARK COUNTY SHOOTING COMPLEX

1. TERMS

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

2. INTENT

OWNER is soliciting proposals for an experienced PROPOSER for food and beverage services at the Clark County Shooting Complex located at 11357 North Decatur Boulevard, Las Vegas, Nevada 89131.

PROPOSER shall have past or current experience operating a restaurant, deli or other food services operation.

County is also interested in the PROPOSER serving alcoholic beverages and obtaining a liquor license to operate at the facility.

3. SCOPE OF PROJECT

The Clark County Shooting Complex is located on 2880 acres at 11357 North Decatur Blvd, Las Vegas, NV in the foothills of the Sheep Mountain range. It is currently open to the public on Wednesday & Thursday from 8am - 10pm, and Friday - Sunday from 8am - 5pm. Winter Hours of Operation are in effect from November 1 through February 28. During winter hours, the facility will be open to the public Wednesday, 8am -10pm, and Thursday – Sunday 8am - 5pm. The range is not open to the public on Mondays and Tuesdays, but various User Group classes and activities are regularly scheduled on these days.

Traffic counts have been taken at the main entrance since the beginning of 2011. The comparison below reflects the number of vehicles that have come through the main entrance during the each of the past three years-

2011 - 96,808
2012 - 109,638
2013 – 105,083 *Ammunition shortage impacted visitor numbers

The facility is comprised of four main centers of activity-

- a. **The Shotgun Center** (where the fully equipped kitchen is located) covers 5,443 square feet. This includes a dining area that seats 115 indoors and 125 outdoors on a covered patio. The building also includes a full service pro-shop and restroom facilities. Shooting facilities include 24 Trap & Skeet fields, one 5-Stand, and 30 stations of Sporting Clays. Rental guns and clays carts are available from this center. The elevated view from the Shotgun Center dining area overlooks the entire Las Vegas valley. The Shotgun Center's dining/multi-purpose room shall be shared with Shooting Center staff and registered user groups who may need to use the room for registration of shotgun events and league activity.

There is an established Wednesday night trapshooting league with over 100 shooters that is in its fourth year and continues to grow. There are plans for a second shotgun league on Thursday evenings offering skeet and 5-Stand and Gauge Shooting Academy, plans on hosting at least two major sporting clays tournaments annually. These tournaments span at least 3-5 days and draw 150-350 participants. Another new group, Ducks Unlimited International, drew 428 competitors for their February sporting clays event and it is anticipated that this will become an annual event. The Nevada State Trapshooting Association now hosts 6 registered events per year including the five (5) day State Championship with over 300 competitors. Shotgun events continue to grow with additional monthly local tournaments and club programs being added to the schedule. In addition, the venue hosts corporate events throughout the year which require on-site food and beverage service and RV occupancy of the 80 full hook-up sites at the Shotgun Center RV area is also on the rise.

- b. **The Rifle/Pistol Center** includes full service pro shop, classroom, snack bar, and restroom facilities housed in a 3,000 square foot building. The range includes covered 60 firing points with distances for target frames to be placed from 3yd to 200yd. At the Rifle/Pistol Center, it is standing room only on the weekends, and a waiting list is common. A new rim-fire (.22) league was added in June, 2013. This league was held on Thursday evenings at 6:30 pm and drew over 75 participants. Due to the immediate popularity of this league, a Spring, Summer & Fall version will be held in 2014. There is already an established customer base at the Rifle/Pistol center on Wednesday evenings.

- c. **The Education Center** includes three classrooms, two offices, a conference room and restroom facilities housed in a 4,400 square foot building. The range includes a covered 10 firing point archery range, a covered 10 firing point 100yd range and covered 20 firing point 50yd range. The Education Center provides classrooms and ranges that are utilized by our Registered User Groups, providing classes in Hunter Safety, Basic Introduction to Firearms, Basic Introduction to Archery, Self Defense, Security, Tactical, & Concealed Carry permits to name a few. Fifty-five different groups conducted classes to 2775 students in the period of September 1, 2012, through March 31, 2013. During this same period, the Nevada Division of Wildlife (NDOW) alone conducted Hunter Safety and basic firearm and archery training to 2000 students. These groups schedule classes 7 days/week, from 7am-10pm, throughout the year and are often in need of food service that can be pre-arranged according to their schedules
- d. **The outdoor Archery Center** includes a known distance covered range with distances from 10 to 100yd, and a 3D course which is comprised of over 2.5 miles of trails with realistic targets simulating hunting situations. At the Archery range, Wednesday night leagues began in the summer of 2012, and have expanded to Wednesday evening and Saturday with the opening of the 3D course. Archery is on an upswing due to an active public school program and the influence of the popular Hunger Games trilogy of motion pictures.
- e. **Dining Area:**
- 49' x 33' with tables and seating for 115
 - access to outdoor patio area with additional seating capacity of approximately 120 people
- f. **Kitchen Area: (all electric)**
- 9' x 19'
 - 2 deep fryers
 - Range
 - Griddle
 - Refrigerated Griddle Stand
 - Cheese Melter
 - Pizza Oven
 - Microwave
 - Steam Well
 - Reach In Refrigerator
 - Reach In Freezer
 - Warming Tray
 - Exhaust Hood
- g. **Food Prep/Incidental**
- 7' x 19'
 - 3-Bay Dish Sink
 - Hand Sink
 - Floor Sink
 - Storage Racks
 - Work Table
 - Slicer
 - Microwave
 - Refrigerated Sandwich Table
- h. **Storage Room**
- Reach in Refrigerator
 - Reach in Freezer
 - Ice Maker with Storage Box
 - Storage Shelving
- i. **Serving Area**
- 16' Stainless Main Service Counter
 - Stainless Condiment & Beverage Counters
 - Cabinets with Drawers & Cup Holders
 - Counter Top Hot Well, Cooler and Freezer

j. Additional Amenities

- Data/phone jack
- Convenient Access to Public Restrooms
- Ample Parking
- Elevated View of Las Vegas
- Alarm System

k. Food Service Area: Square Footage

- Dining Area - approximately 1617 sq. ft. (not including patio)
- Kitchen/ Incidental Area - approximately 390 sq. ft.
- Storage Room - approximately 175 sq. ft.
- Serving Area - approximately 120 sq. ft.
- Patio Area - approximately 1844 sq. ft.
- Drawings of the Kitchen, Dining Area, Service Area and Patio are included in this document as Attachment 4.

Prospective Providers will need to provide any equipment not listed above that is necessary to operate the food service area.

Proposed Hours of Operation

It is desired that the operator (PROPOSER) would be open to serve customers of the facility on a regular basis during the following hours.

Wednesday	5pm- 9pm – Sandwich/ Snacks/ Dinner Special
Thursday	5pm- 9pm – Sandwich/ Snacks/ Dinner Special

(The Thursday schedule may be subject to change with Winter Hours of Operation during the months of November – February)

Friday	8am- 2pm - Breakfast & Lunch
Saturday	8am- 2pm - Breakfast & Lunch
Sunday	8am- 2pm - Breakfast & Lunch

These would be considered minimum operating hours during a routine week of activity. Vendor must have the ability to ramp up their operation during an increasing number of major and special events that are being held at the facility. The vendor will work closely with the Shooting Complex Administrator regarding these events.

The capability of mobility to service the Education Center, Rifle/Pistol Center and archery area during large events and/or daily during peak use hours is not mandatory, but desirable, and may increase the vendor's gross revenues considerably.

PROPOSER shall have past or current experience operating restaurant, deli or other food services operation.

County is also interested in the PROPOSER serving alcoholic beverages and obtain a liquor license to operate at the facility.

See the following Attachments

- Attachment 1 – Photo of Shotgun Center (Overhead)
- Attachment 2 – Photo of Shotgun Center (Main Entrance)
- Attachment 3 – Photo of Skeet/Trap Area
- Attachment 4 – Layout of Shotgun Center/Kitchen Area
- Attachment 5 – Kitchen Equipment List

4. DESIGNATED CONTACTS

The OWNER'S representative will be Jim Haining, Senior Purchasing Analyst, Clark County Finance Department, Purchasing and Contracts Division, telephone number (702) 455-4230. This representative will respond to questions concerning the scope of work of this RFP and questions regarding the selection process for this RFP.

5. CONTACT WITH OWNER DURING RFP PROCESS

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

6. TENTATIVE DATES AND SCHEDULE

Pre-Proposal Meeting: April 29, 2014, 3:00 pm Pacific, Clark County Shooting Complex Shotgun Center

Last Day to Ask Questions: May 9, 2014

Last Day Owner Will Provide Addendum: May 14, 2014

Proposal Due Date: May 23, 3:00 pm Pacific

Finalists Selection: June 2014

Finalists Oral Presentations: June 2014, if requested by Owner

Final PROPOSER Selection: July 2014

Contract Negotiations: July 2014

Award & Approval of the Final Contract(s): July/August 2014

7. METHOD OF EVALUATION AND AWARD

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

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

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

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 25 pages. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested. The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not preferred or required.

The PROPOSER shall submit one (1) clearly labeled original and 3 copies of their proposal, including one (1) CD or flash drive with an electronic copy of their proposal, preferably in .pdf format. A single .pdf document of the entire proposal is preferred. The name of the PROPOSER'S firm shall be indicated on the spine and cover of each binder and CD label.

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

The following are detailed delivery/ mailing instructions for proposals:

Hand Delivery

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

U.S. Mail Delivery

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

Express Delivery

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

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

9. WITHDRAWAL OF PROPOSAL

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

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

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

10. REJECTION OF PROPOSAL

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

11. PROPOSAL COSTS

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

12. ALTERNATE PROPOSALS

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

13. ADDENDA AND INTERPRETATIONS

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

14. PUBLIC RECORDS

The Owner is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by the Owner may not be disclosed until the proposal is recommended for award of a contract.

16. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

17. COLLUSION AND ADVANCE DISCLOSURES

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

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

18. CONTRACT

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

19. BUSINESS LICENSE REQUIREMENTS

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

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

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

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

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

20. EVALUATION CRITERIA

Proposals should contain the following information:

A. **Organizational Information**

- i. Provide your organization's name, address, internet URL (if any), telephone and fax numbers, include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.
- ii. Provide a brief description of your organization locally, statewide and nationally (if applicable). Include the year your firm was established. Also include gross revenues for 2011, 2012, and 2013 and your most recent Financial Statement.
- iii. Indicate if your firm has an office in Clark County and the year it was established, if any.
- iv. Indicate if your firm is a minority-owned business, women-owned business, physically challenged business, small business, or a Nevada business enterprise as defined in Exhibit C of the attached contract.
- v. If the project is to be accomplished through an affiliation or joint venture of several firms, the names and address of those firms, shall be furnished for each.
- vi. Complete and submit the attached Disclosure of Ownership/Principals form with its proposal.
- vii. The PROPOSER'S ability to provide the required certificates of insurance as indicated in the attached Standard Contract Exhibit D, PROPOSER must provide a statement that firm will comply with insurance requirements.
- viii. Provide a statement as to local resources (employees residing in Clark County) that would be utilized and the degree of the PROPOSER'S knowledge and familiarity with the local community's needs and goals.
- ix. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Contract or that could materially affect OWNER'S decision.

B. **Experience & Staff Qualifications**

- i. Include a brief resume of all similar projects (restaurant, deli, other food services operation) your firm has performed for the past 3 years. Each project listed shall include the name and phone number of a contact person for the project for review purposes. This section shall include documentation of the PROPOSER'S history of adherence to budget and schedule constraints. All firms are encouraged to indicate their experience of performing related work within the state of Nevada.
- ii. Provide information concerning the background and experience, including professional resumes of those persons who would manage the project. Identify if those persons presently reside in Clark County, Nevada or elsewhere. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

PROPOSER(S) need not indicate the actual names of employees when submitting resumes subject to the requirements of the RFP. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, PROPOSER(S) must disclose actual employee names matching the resumes submitted to OWNER, upon verbal request, to be used in performing background verifications. The successful PROPOSER(S) shall not change proposed project personnel for which a resume is submitted without OWNER approval.

- iii. Describe and document the applicable licenses which are held by the PROPOSER and its proposed subcontractors, if any.
- iv. Provide an organizational chart of your organization.
- v. Provide OWNER with the key elements and unique feature of your proposal by briefly describing how the PROPOSER will accomplish the project.

C. Description of Proposed Project and Work Plan

Describe in more detail the PROPOSER's approach to the project. Include a preliminary project plan that includes:

- i. PROPOSER'S concept of the project including details on how you would establish and market and advertise the food services at the facility to increase and/or maintain the customer base.
- ii. Menu Samples. Provide samples of the menu that may be used for the project, which includes proposed menu pricing. Please include all a la carte items, combos, parties, etc. Describe plans to accommodate various parties, tournaments and leagues.
- iii. Describe your interest in serving alcoholic beverages and getting a liquor license for this facility. If interested, what type of alcoholic beverages would you serve? Beer and wine, cocktails, etc.
- iv. Describe your proposed days and hours of operation.
- v. Describe your customer service philosophy. Provide a specific plan to maintain and monitor customer satisfaction and food quality.
- vi. Describe the proposed schedule (work plan) including tasks, milestones, dates for completion, OWNER and PROPOSER resource assignments, critical path and OWNER'S review cycles.
- vii. Any assumptions.
- viii. Any constraints.
- ix. State why the PROPOSER is best suited to perform the services for this project.

D. Project Fee / Budget

- i. Describe how the anticipated start-up costs for the food service operation will be financed. Indicate what percentage of the proposed startup costs will be funded from owners' equity, and what percentage will be funded from debt financing.
- ii. Indicate what sources of trade credit you have used to operate similar businesses in the past. List vendor names, a contact person who can verify your credit usage and a phone number of the contact person.
- iii. Include a detailed, well thought out pro-forma income and expense projection for the market. This pro-forma projection should include explanations for all the assumptions used in its formulation.
- iv. Proposers should include a financial statement or statements prepared in accordance with standard accounting procedures.
- v. Describe PROPOSER'S rent proposal to rent the facility and provide the services described in their proposal.
- vi. Describe PROPOSER's percentage of gross revenue to be shared with County for wine, beer and liquor sales.

E. Compliance with the OWNER'S Standard Contract

Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract.

PROPOSER(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

F. **Other**

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

ATTACHMENT 1
RFP NO. 603250-14
FOOD SERVICE AT CLARK COUNTY SHOOTING COMPLEX



ATTACHMENT 2
RFP NO. 603250-14
FOOD SERVICE AT CLARK COUNTY SHOOTING COMPLEX

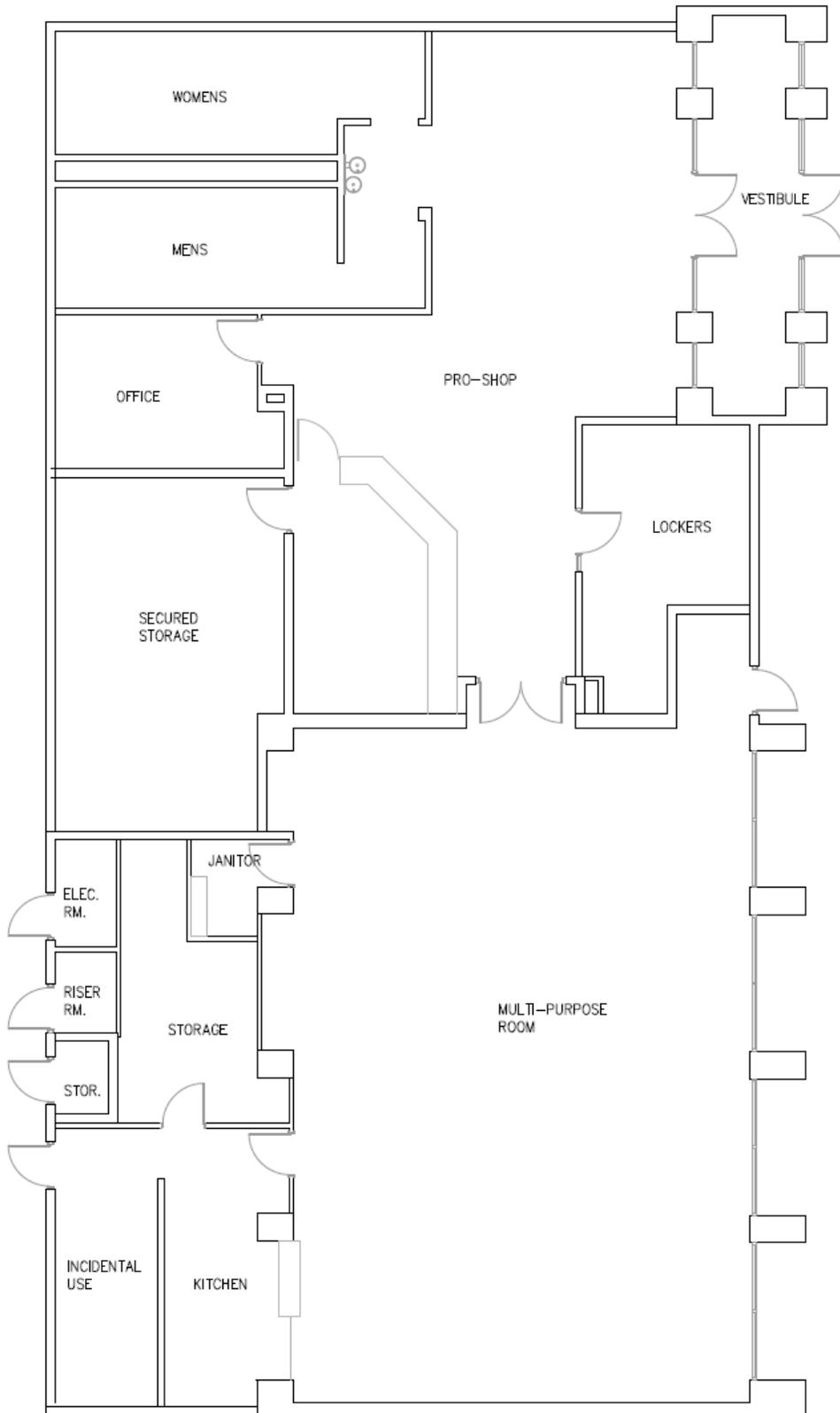


ATTACHMENT 3
RFP NO. 603250-14
FOOD SERVICE AT CLARK COUNTY SHOOTING COMPLEX



CLARK COUNTY SHOOTING PARK

SHOTGUN CENTER, 11357 N DECATUR BLVD, LAS VEGAS 89124



NOT TO SCALE
8/2/2013

ATTACHMENT 5
RFP NO. 603250-14
FOOD SERVICE AT CLARK COUNTY SHOOTING COMPLEX

CLARK COUNTY SHOOTING COMPLEX- KITCHEN EQUIPMENT-

<u>ITEM DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
SS CONDI COUNTER	UNIVERSAL STAINLESS	CUSTOM
SS BEV COUNTER	UNIVERSAL STAINLESS	CUSTOM
REACH IN DUAL TEMP	CONTINENTAL	2RF
REACH IN FREEZER	CONTINENTAL	IF
FRYER	LANG	F26130F-20SV
FRYER	LANG	F26130F-20SV
RANGE	LANG	R-30-SATA-208
REFRIG GRIDDLE STAND	DELFIELD	E-17-C-52-C
GRIDDLE	LANG	148-T
CHEESE MELTER	VULCAN	1024-C
REACH IN REFRIG	CONTINENTAL	IR
SAND PREP TABLE	CONTINENTAL	SW-48-10
STEAM WELL	DUKE	E302M
SS SHELVING		WSD-1284
SS SHELVING		WSD-1284
CONDENSER	SCOTSMAN	ERC201-32A
TABLES/CHAIRS	MTS SEATING	55 TABLES 208 CHAIRS
COOLER-1 DOOR	ARCTIC	F22CW10
HOT WELL CTR. TOP	APW	W4-2
1 OF 2 CONDIMENT SYSTEM	SAN JAMAR	P9723
2 OF 2 CONDIMENT SYSTEM	SAN JAMAR	P9723
CABINET W/DRAW & 2 CUP HOLDERS		
CABINET W/DRAW & 2 CUP HOLDERS		
SS SPACER TABLE	UNIVERSAL STAINLESS	18FT-30M
MICROWAVE SHELF	UNIVERSAL STAINLESS	MWS-1824
6' SS PREP TABLE		
EVEREST REFRIG	ESRI	ESRI
PIZZA OVEN	FUSION	508
WARMING TRAY	NEMCO	6000-A-2
SLICER	GLOBE	C-12
ICE MACHINE	ICE-O-MATIC	
MICROWAVE	AMANA	RCS-10-TS
MICROWAVE	AMANA	RCS-10-TS
COUNTER FREEZER	TRUE	GDM-05-F-PT
COUNTER COOLER	TRUE	GDM-05-F-PTS
SS MAIN COUNTER 16'	CUSTOM	

Exhibit A – Sample Contract
CLARK COUNTY, NEVADA
CONTRACT FOR
FOOD SERVICE AT CLARK COUNTY SHOOTING COMPLEX
RFP NO. 603250-14

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

CONTRACT FOR FOOD SERVICE AT CLARK COUNTY SHOOTING COMPLEX

This Contract is made and entered into this _____ day of _____, 2014, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and _____ (hereinafter referred to as PROVIDER), for Food Service at Clark County Shooting Complex (hereinafter referred to as PROJECT).

W I T N E S S E T H:

WHEREAS, the PROVIDER has the personnel and resources necessary to accomplish the PROJECT; and

WHEREAS, the PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from _____ through _____, with the option to renew for _____, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

To be customized during negotiations.

B. Progress Payments

To be customized during negotiations.

C. Terms of Payments

To be customized during negotiations.

D. County's Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit COUNTY's financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY's obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY's purchase order(s) to PROVIDER.

SECTION III: SCOPE OF WORK

Services to be performed by the PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of PROVIDER for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY's standard procedures as followed by COUNTY's staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER's performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY's representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

- J. PROVIDER shall be responsible for pumping of grease trap, and grease/oil disposal with direct payments to the vendor providing the services, and shall ensure the frequency of pumping is in compliance with all federal, state, regional, and local requirements.
- K. PROVIDER will be responsible for the cost of telephone and point-of-sale credit and debit services. COUNTY shall provide appropriate access to phone lines and phone jacks in service area. PROVIDER may elect to provide security alarm system for the kitchen directly with the security vendor utilized by COUNTY.
- L. PROVIDER shall be responsible for securing and paying all Federal, State and local license, permits, taxes, including but not limited to sales taxes, levies, duties, fees, and assessments of every nature required for the provision of services by PROVIDER required under this Contract.
- M. PROVIDER shall be responsible for all waste lines and water lines above the surface of the floor.
- N. PROVIDER shall, at all times of service and in open view, post a complete and current menu containing approved menu selections and prices.
- O. PROVIDER shall ensure the sanitary operation of the kitchen, and shall comply with all COUNTY requirements and applicable health codes. The rating achieved on the most recent health inspection shall be posted in a conspicuous location at all times.
- P. PROVIDER shall ensure that all property it services is maintained in a clean and sanitary manner. Tables and chairs shall be wiped down to maintain an attractive appearance and sanitary use. Clean shall be construed to mean the removal of trash, dirt, dust, lint, marks, stains and spots. This general definition is not exclusive. Floors, surfaces in the dining areas and work areas, including but not limited to food preparation and storage spaces, as well as areas behind serving counters, shall be kept clean and free of dirt and debris.
- Q. PROVIDER services shall be subject to inspection by all applicable Federal, State, and Local Agencies, including but not limited to, County and the Health District. Any deficiencies noted by such inspections shall be corrected within the time period required. County reserves the right to inspect the service area and equipment when and as often as it chooses.
- R. PROVIDER is responsible for pest control for the kitchen area, including all areas and equipment it services.
- S. PROVIDER will be responsible for all food inventory and maintaining all equipment used in the kitchen area.
- T. PROVIDER is responsible for taking delivery of own products. Under no circumstance shall shipments for the operation of the kitchen be made or invoiced to or received by COUNTY.
- U. PROVIDER will not store any food, supplies or materials of any kind in any location other than the designated concession area. Those food items, supplies or other materials which are stored in the concession area shall be secured in cabinets or other enclosures to maintain a neat appearance and deter mice, insects or other potential pests.
- V. PROVIDER shall obtain prior, written permission from the Shooting Complex Administrator or his designee, before hanging any signs or other objects on interior or exterior walls, windows or horizontal surfaces or placing signage throughout the Complex.
- W. PROVIDER may use the wireless internet access available to patrons throughout the Shotgun Center. PROVIDER is advised that data and internet traffic on the wireless network is not encrypted and therefore should be considered insecure. PROVIDER is also advised that the wireless network may not be available due to a variety of potential causes. COUNTY makes not warranties regarding the use of the wireless network. Any use of the network is at PROVIDER's own risk.
- X. PROVIDER will have access to a janitor's closet equipped with domestic water and a utility sink. This closet will not be used for utensil clean-up or equipment sanitization.
- Y. PROVIDER will be issued (2) keys that permit entry to the building. Only PROVIDER's paid staff may use the keys. No other persons shall be permitted access to the Shotgun Center before or after the Complex open hours, except third parties required to maintain or repair the Provider's equipment or fixtures. If PROVIDER requires third parties to repair or maintain its equipment or fixtures prior to the Complex's official open hours, said third parties shall be accompanied by PROVIDER or PROVIDER's paid staff at all times. Lost keys and cost of rekeying the facility shall be at PROVIDER's expense.
- Z. PROVIDER will also be required to supply all additional non-fixed equipment and materials, including but not limited to personal kitchen equipment, tables, chairs and umbrellas.
- AA. PROVIDER will be responsible for all improvements.

- BB. PROVIDERS must describe all intended capital work and provide cost estimates, drawings, and a timetable for proposed capital work. **All capital improvements to the interior and exterior of the space are subject to COUNTY approval.**
- CC. PROVIDER will be responsible for the periodic fire suppression, recharging and cleaning of all hood and vent cleaning systems and grease traps located within the grill hoods or the food preparation area. All costs associated with these activities are the sole responsibility of PROVIDER.
- DD. PROVIDER shall provide adequate number and size of receptacles for trash inside the facilities. Receptacles shall be marked in such a fashion as to solicit cooperation in the placement of trash therein. PROVIDER shall be responsible for removing all trash and garbage to the trash dumpsters daily.
- EE. Pursuant to Clark County Code 19.04.030, PROVIDER shall not provide glass containers at the kitchen facility.
- FF. PROVIDER will be required to submit monthly statements of gross receipts from all categories of income in a format approved by COUNTY'S Parks and Recreation Department. At the end of each operating year, PROVIDER will be required to submit a detailed income and expense statement for the past year's operation. PROVIDER will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenues, in a form and manner acceptable to COUNTY.
- GG. PROVIDER will pay all taxes applicable to the operation of the concession. Gross receipts shall exclude the amount of any federal, state or city taxes, which are paid by PROVIDER against its sales.
- HH. All fees, prices, and any subsequent increases must be approved in advance by COUNTY.
- II. Hours and days of operation must also be approved in advance by COUNTY.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER's request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY's approval of PROVIDER's request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY's representative, //COORD//, //CODEPT//, telephone number (702) //XXX-XXXX// or their designee. COUNTY's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY's representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY's representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.
- F. COUNTY shall be financially responsible for the structure, floors, counters, sinks, and exhaust hoods.
- G. COUNTY shall maintain waste lines and water lines under floors and inside walls.
- H. COUNTY shall be responsible for general building maintenance.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this contract.
- B. PROVIDER shall complete the PROJECT in accordance with the milestones contained in Exhibit ENTER # of this Contract.
- C. If PROVIDER's performance of services is delayed or if PROVIDER's sequence of tasks is changed, PROVIDER shall notify COUNTY's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least 10 working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of PROVIDER, for an aggregate period in excess of 30 days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

- 1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than 10 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
- 2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than 10 calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY's convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
- 3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER's default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY's representative, copies of all deliverables as provided in Section V paragraph H.
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
- 4. Upon termination, COUNTY may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.

- 5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
- 6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER's control.

SECTION X: INSURANCE

PROVIDER shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: _____

TO PROVIDER: _____

SECTION XII: MISCELLANEOUS

A. Independent Contractor

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

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

C. Public Funds

PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER 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 gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and the employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than 10 times the costs incurred by the PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this contract by PROVIDER is subject to review by COUNTY to insure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this contract. All requests for information will be in writing to PROVIDER. 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 and/or termination of the contract.

I. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (**Exhibit C**). The information provided in **Exhibit C** by PROVIDER is for COUNTY's information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

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

COUNTY:

CLARK COUNTY, NEVADA

By: _____
YOLANDA T. KING
Chief Financial Officer

DATE

PROVIDER:
//LEGAL NAME//

By: _____
//NAME//
//TITLE//

DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: _____
ELIZABETH A. VIBERT
Deputy District Attorney

DATE

EXHIBIT A
FOOD SERVICE AT CLARK COUNTY SHOOTING COMPLEX
SCOPE OF WORK

To be customized during negotiations.

EXHIBIT B
FOOD SERVICE AT CLARK COUNTY SHOOTING COMPLEX
INSURANCE REQUIREMENTS

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

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

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

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 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 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

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

(Name of Sole Proprietor)

(Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as RFP No. 603250-14, entitled FOOD SERVICE AT CLARK COUNTY SHOOTING COMPLEX;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

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

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

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

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

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

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

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

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

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

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

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

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

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

Minority Owned Business Enterprise (MBE):

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

Women Owned Business Enterprise (WBE):

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

Physically-Challenged Business Enterprise (PBE):

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

Small Business Enterprise (SBE):

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

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

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

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

Number of Clark County Nevada Residents employed by this firm.

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

This section is not required for publicly-traded corporations.

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

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

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

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

Signature

Title

Print Name

Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For County Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

For County Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

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

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

Notes/Comments:

Signature

Print Name
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For County Use Only:

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

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 Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative