



**ADMINISTRATIVE SERVICES DEPARTMENT
Purchasing and Contracts Division**

**CONFIRMATION FORM
for
RECEIPT OF RFP NO. 603268-14**

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 RFP DOCUMENT:

PROJECT NO. RFP NO. 603268-14 RFP PAGES: 42

DESCRIPTION: OPERATION AND MANAGEMENT OF A GOLF COURSE

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: _____

FAX THIS CONFIRMATION FORM TO: (702) 386-4914

TYPE or PRINT CLEARLY

CLARK COUNTY, NEVADA REQUEST FOR PROPOSAL

RFP NO. 603268-14 OPERATION AND MANAGEMENT OF A GOLF COURSE

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. 603268 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Proposal Conference will be held on **JANUARY 6, 2015 at 10:30 a.m.**, at Project Office, 5105 E. Sahara Ave, Suite 122, Las Vegas, NV 89142. If your firm is unfamiliar with the County Request for Proposal (RFP) procedures and would like to obtain training on the submittal process for this RFP, please contact Jim Haining, Senior Purchasing Analyst, at **(702) 455-4230** no later than **WEDNESDAY, DECEMBER 31, 2014**, and a training session will be provided immediately following the pre-proposal conference referenced above.

Proposals will be accepted at the Clark County Government Center address specified above, on or before **JANUARY 23, 2015 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
DECEMBER 23, 2014

GENERAL CONDITIONS

RFP NO. 603268-14 OPERATION AND MANAGEMENT OF A GOLF COURSE

1. TERMS

The term "COUNTY" 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

COUNTY is soliciting to manage or lease the Clark County Desert Rose Golf Course, located in Clark County, Nevada, hereinafter referred to as the "Golf Course."

3. BACKGROUND / SCOPE OF PROJECT

Clark County is located in Southern Nevada and encompasses over 8,000 square miles. The famed Las Vegas Strip is located within Clark County's jurisdictional boundaries and attracts over 40 million visitors annually. The Desert Rose public golf course located 9 miles from the Las Vegas Boulevard/Flamingo intersection was opened for play in 1964 as Winterwood Golf Course and over the years hosted numerous professional and amateur events for both locals and visitors.

The totally reconstructed Desert Rose golf course will be Las Vegas's newest course. The course offers subtle challenges to impact scoring for low handicap golfers while enhancing playability for higher handicap players. Managing the flood risks control along with sustainability has driven the overall design and course maintenance.

PROJECT HISTORY

Opened for play in 1964 as Winterwood Golf Course, the course hosted many professional and amateur events and was a source of pride to the local golfers. As the golf industry pivoted from golf as a game to golf as a business, a series of management companies operated the course based upon short term business decisions. Services were reduced, course conditions deteriorated and rounds of golf significantly declined. Long term site conditions were created which must be overcome. Sodium levels ranging from 5,930 to 18,970 EC (microhos/cm) currently exist within the topsoil whereas less than 1,000 is considered ideal.

LAS VEGAS WASH PROJECT OVERVIEW

This project will provide flood control improvements to the Las Vegas and Flamingo Washes through existing residential neighborhoods and commercial developments. Changes to the Federal Emergency Management Agency's Special Flood Hazard area mapping, which FEMA implemented changes to the flood insurance rate maps in 2011 affecting 1,700 homes and businesses; combined with record rainfall in 2012, demonstrated a clear need for improvements to the Washes. The storms of 2012 impacted many residents in the area of the two washes and the Desert Rose Golf Course. Clark County Regional Flood Control District (CCRFCD) has invested approximately \$100 million for the Las Vegas Wash improvements and the Flamingo Wash improvements.

In order to accommodate the 100-year design flood and proposed channel configuration, the Desert Rose Golf Course has been redesigned by Heckenkemper Golf Course Design/CH2MHill. The course will play to a par 72 from multiple tees and includes the addition of senior tees along with a "drivable" par 4 on the front side. The four sets of tees allow play at 4,998, 5,452, 6,024 and 6,572 yards.

The project design position the holes farther away from adjacent homes. Fairways have been designed to provide more undulations resulting in a different lie each time a golfer plays the course. The putting greens range in size from 4,900 square feet to 6,600 square feet. The contoured putting surfaces comprise gentle rolls and swales to be interesting yet maximize pin placements. Low cut turf will surround the greens to create a wide range of clubs to be used for chipping.

Everyday drainage flows will be contained within a concrete lined low flow channel that meanders through the golf course and perimeter trees remain to provide a mature look. The flood control channels separating the golf holes have been designed with mainly 3:1 and 4:1 side slopes to be playable roughs. The channel areas have Pyramat reinforcing under the turf to help prevent erosion. In general, the Pyramat is located from the concrete low flow channels to the top of channel slope. A tracing wire with approximately three valve boxes per hole to attach a wire tracer is provided. No aeration or digging within the 33 acres of Pyramat can occur without following manufacturer's repair recommendations. Fairway mowing patterns will dip onto the slopes to blend seamlessly with the site topography. In key areas, horizontal elliptical reinforced concrete pipes allow for the low flow to disappear beneath the golf course turf, enhancing the playability of some golf holes along with the practice range. These low flow pipes have trash racks on the ends to provide safety to the golfers. Trash racks are to remain free of debris at all times. Footbridges over the low-flow channel will be installed in various locations to allow golfers to retrieve errant shots. The placement of the cart paths serves a dual purpose; they are located above the depth of flow of the 100-year flood event to provide a safe exit during floods and as a boundary for the turf. Landscape areas have been created in key areas inside the paths, outside of the limits of the 100-year flood event, and also frame the perimeter of the course boundary. Decomposed granite groundcover outside the paths has been increased from seven acres to thirty-four acres to conserve on annual water usage. Drip irrigation will be installed to sustain the existing trees along the perimeter of the course.

The cart paths under the Sahara Bridge are below the 100-year water surface, at-grade access to Sahara Avenue has been placed at each quadrant of the bridge, within existing right-of-way for emergencies during flood conditions. A gate will be placed at each location with a sidewalk ramp and a notch in the median to drive carts across the roadway, back to the clubhouse. These can also be used as maintenance and access points for the area north of Sahara Avenue.

GOLF COURSE CURRENT STATUS SUMMARY

Approximately two-thirds of the golf course construction being performed by Las Vegas Paving and Wadsworth Golf Course Construction has been completed. Holes 1, 4-10 and 18 along with the entire drainage channel have been solid sodded. Greens 1, 7-10, 18 and two practice greens have been sprigged. Seashore Paspalum Platinum TE and TifSport Bermuda grass are the varieties used. The remaining sod is expected to be installed by the end of February. The remaining greens will not be sprigged until mid to late April 2015.

TOPSOIL & WATER SUMMARY

The topsoil tested by Thomas Turf dated July 26, 2013 had sodium levels ranging from 5,930 to 18,970 EC (micromhos/cm) whereas less than 1,000 is considered ideal. Soil texture has a significant impact on management practices and fertility programs to move sodium through the soils allowing for turf of any variety to uptake proper nutrients. Primary irrigation water is effluent at 1200 ppm of TDS. Non-effluent water is supplied through one quick coupler at each green for flushing.

TURF SUMMARY

Seashore Paspalum Platinum TE is a unique turf and needs minor element (micronutrient) fertilizer applications in addition to N-P-K to activate the salt tolerance mechanisms in the grass. Only safe products (see attached) will be permitted to be used and each product must be approved in advance. HGCD will rely upon recommendations from Dr. Ron Duncan. The TifSport Bermuda grass within the storm channel will follow a more typical Bermuda grass program.

In addition to the renovation of the 18-hole course, the clubhouse, maintenance facility, and cart barn have been redesigned and new structures are currently under construction. While the entire project is not expected to be fully completed until fall 2015, the County is seeking an Operator to maintain the course upon award of the Contract in early Spring (Phase I) and assume all aspects of the management and operations of the facility including, programming, food & beverage, pro shop, marketing and maintenance when fully completed in Fall of 2015 (Phase II).

The course has been a staple in the community for over 50 years, and the renovation is expected to contribute to the revitalization of the community. Clark County is seeking a PROPOSER who will take a comprehensive approach to the operation and management of this green space which includes opportunities for neighborhood engagement, enhanced opportunities for education and physical activity, youth golf programs, and partnerships within the community.

FACILITIES & EQUIPMENT

- A. Clubhouse:** The former clubhouse has been demolished and is currently being reconstructed. When completed in fall 2015, the clubhouse will cover 4,400 square feet and include a kitchen, food preparation area, dining area, outdoor seating; covered patio, and a bar. The building will also include full service pro-shop, office area, janitor closet, refreshment cart storage, and restrooms. The building will be prewired for security alarm and video surveillance systems. The dining room shall be made available for men's and women's league functions, and may be rented for tournaments, events and receptions. Please refer to Exhibit E for renderings of the proposed clubhouse, interior design plans, and sample menu. Operator is required to provide any and all other equipment and furnishings necessary for the successful operation of this area.
- B. Turf Care Building:** The 84' x 140' climate controlled building with drive-through access will house a repair

room, parts and storage room, chemical storage area, Water Maze recycled wash system, offices,, restrooms, shower area, offices, break room, equipment room cart barn Please refer to Exhibit E for renderings of the proposed turf care building, and interior design. Operator is required to provide any and all other equipment and furnishings necessary for the successful operation of this area.

- C. **Driving Range:** The driving range offers 24 teeing locations. There are no structures or ball dispensing machine on the driving range. Range balls need to be purchased in the Pro Shop.
- D. **Pump House & Irrigation:** The pump house has been upgraded and includes a new pump; new roofing and new power feed compliant with code. Effluent water from the 1.86 acre pond serves as the source for nearly 1400 Toro heads.
- E. **Parking Lot:** Newly recoated parking lot is conveniently located just north of the clubhouse.
- F. **Greens, Tees & Fairways (see Exhibit F)**

- 1. 18 Hole Par 72 Area Summery
 - 6572 Yards
 - 6024 Yards
 - 5452 Yards
 - 4998 Yards
- 2. Greens – 2.75 acres (119,678 sq. ft.) Seashore Paspalum Platinum TE
- 3. Tees/Fairways/Rough – 50 acres Seashore Paspalum Platinum TE
 - Channel/Rough – 35 acres Tifsport Bermudagrass
 - Alternative Planting Areas – 4.54 acres
 - Sand Bunkers - 45,503 SF
 - Irrigation Lake – 1.86 acres
 - Cart Paths – 5.01 acres
 - Low Flow Channel & Rip-rap Area – 8.04 acres
 - DG Outside Path – 26.31 acres
 - DG Inside Path – 5.08 acres
 - Pyramat Turf Reinforcement Mat – 33.25 acres
 - 402 trees (approximate)
- 4. Cart Bridges
The cart bridge at #1 has a design rating of 20,000 pounds. The other two bridges are designed for 10,000 pounds.

G. Other facilities on property

- 1. Monitoring Stations
The University of Nevada Las Vegas maintains an Air Monitoring Shelter, located in the Golf Course maintenance yard. Additionally, the U.S. Geological Survey and Regional Flood Control District have rain gauges and storm water monitoring equipment on Premises. OPERATOR is not responsible for the operation or maintenance of these facilities but must abide by all operational guidelines affecting these areas as outlined in the Operations Manual.
- 2. Monitoring Wells
Three monitoring wells are located on the course. Nevada Division of Environmental Protection requires quarterly sampling and reporting. OPERATOR will not be responsible for compliance, but must provide access to the locations as required.

H. Easements on Golf Course Property

Clark County has granted easements to the following public agencies, each with specific provisions in the event of future maintenance or repair requirements and/or emergency response. OPERATOR will receive a copy of the easement stipulations upon award of the contract.

- City of Las Vegas
- Clark County Regional Flood Control
- Clark County Water Reclamation

4. DESIGNATED CONTACTS

COUNTY's representative will be Jim Haining, Senior Purchasing Analyst, Clark County Administrative Services Department, Purchasing and Contracts Division, telephone number (702) 455-4230, jhaining@clarkcountynv.gov. 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 COUNTY DURING RFP PROCESS

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

6. TENTATIVE DATES AND SCHEDULE

Pre-Proposal Meeting: January 6, 2015, 10:30 am Pacific, Project Office, 5105 E. Sahara Ave, Suite 122, Las Vegas, NV 89142

Last Day to Ask Questions: January 12, 2015

Last Day County Will Provide Addendum: January 16, 2015

Proposal Due Date: January 23, 2015, 3:00:00 Pacific

Finalists Selection: February 2015

Finalists Oral Presentations: February/March 2015, if requested by County

Final PROPOSER Selection: March/April 2015

Contract Negotiations: March/April 2015

Award & Approval of the Final Contract: March/April 2015

7. METHOD OF EVALUATION AND AWARD

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

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING MANAGER OR HER DESIGNEE. The finalists may be requested to provide COUNTY 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. COUNTY 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 COUNTY deems best suited to fulfill the requirements of the RFP. COUNTY 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 150 pages. Other attachments may be included with no guarantee of review.

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

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

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the PROPOSER and the RFP number and title. No responsibility will attach to COUNTY 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

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

11. PROPOSAL COSTS

There shall be no obligation for COUNTY 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. COUNTY is not bound by any specifications by COUNTY'S employees, unless such clarification or change is provided to PROPOSERS in written addendum form from the Purchasing Analyst.

14. PUBLIC RECORDS

COUNTY is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of COUNTY'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 County may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by COUNTY, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

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

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

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

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

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

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

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

16. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S)

acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

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

17. CONTRACT

A sample of COUNTY'S Standard Contract is attached. This contract has not been fully customized and the contract and Scope of Work will be fully negotiated with the selected PROPOSER. All modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

18. BUSINESS LICENSE REQUIREMENTS

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFP, 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:

- i. A business is physically located in unincorporated Clark County, Nevada.
- ii. The work to be performed is located in unincorporated Clark County, Nevada.

B. Register as a Limited Vendor Business Registration if:

- i. A business is physically located outside of unincorporated Clark County, Nevada.
- ii. 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 (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

19. EVALUATION CRITERIA

Proposals should contain the following information:

A. **Organizational Information**

- i. Provide your organization's name, address, internet URL (if any), telephone and fax numbers, include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.
- ii. Provide a brief description of your organization locally, statewide and nationally (if applicable). Include the year your firm was established. Also include gross revenues for 2011, 2012, and 2013 and your most recent Financial Statement.
- iii. Provide a description of type of organization (i.e., corporation, non-profit, partnership, including joint venture teams and subcontractors) and the names and address of all firms involved. Indicate if your firm has an office in Clark County and the year it was established, as well as the number of years that the PROPOSER has been continuously engaged in business, including the number of years of experience providing the services called for in this RFP. The business information must identify how long the PROPOSER has been in business under its present name (date of organization), under what other names the organization has operated and the name(s) of the owner, general partners, or corporate officers, depending upon the type of organization. If the PROPOSER is a newly created entity, provide information regarding the Corporate Officers' and/or Directors' experience providing the services called for in the RFP.
- 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. Provide the name and contact information for a current banking reference, a current credit rating and name of the rating service, and the federal employer identification number (EIN). Identify any and all judgments, pending or expected claims or litigation, or other real or potential financial reversals that might materially affect the viability or stability of the PROPOSER; or warrant that no such situations or conditions are known to exist. The business information must state whether the PROPOSER has had a

contract(s) terminated within the past five years, including details about such terminations and the PROPOSER's position on them; or warrant that no such terminations have been experienced. The business information must identify whether any of the PROPOSER's owners or officers has ever been convicted of a crime or are presently the target of any criminal or administrative investigation. The business information is intended to demonstrate the PROPOSER's financial capacity and capabilities to undertake and successfully carry out its responsibilities under the proposal.

- vi. Complete and submit the attached Disclosure of Ownership/Principals form with its proposal.
- vii. PROPOSER must provide a statement that firm will comply with insurance requirements in Exhibit B of Sample Contract (attached). Insurance is required of the successful PROPOSER.
- 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 COUNTY'S decision (inability to successfully obtain liquor license; inability to pass background check; inability to pass Child Abuse and Neglect Screening, etc.).

B. Experience & Staff Qualifications

- i. Include a list of at least five clients for whom the PROPOSER has provided professional golf services, or equivalent business management experience, during the past five years. Provide a less-than-1-page description for each comparable client, either in progress now or completed within the last 5 years. Describe the services performed by PROPOSER. Provide the contact information (name, phone number, and email address if possible) as the County may conduct reference checks using this information. This information may be presented in tabular form. You are encouraged to indicate your experience performing related work within the state of Nevada.
- ii. Provide information on your firm's experience partnering with community organizations to expand and enhance opportunities for instruction and youth play. Include relevant organizational memberships, board affiliations, or involvement in providing instruction, youth clinics and/or tournaments for this segment of the population.
- iii. Provide information concerning the educational background, experience and professional resumes of those persons who would actually perform work on 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 COUNTY, 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 COUNTY approval
- iv. Describe and document the applicable licenses which are held by the PROPOSER and its proposed subcontractors.
- v. Provide an organization chart of your organization or proposed operating model. PROPOSER must be able to provide a Class A Professional Golfers' Association (PGA) or Lady Professional Golf Association (LPGA) Golf Professional to manage and operate the golf course. Minimum of five (5) years' experience as a Class A-13 or Class A-1 is required. PROPOSER must be able to provide a Class A Superintendent or Superintendent Member of the Golf Course Superintendents' Association of America (GCSAA) to be the primary maintenance supervisor on site. Minimum of five years' experience at a southwestern golf course or a golf course of similar and/or soil conditions is required.

C. Description of Proposed Project and Work Plan

PROPOSER shall set forth its overall technical approach and plans to meet the requirements of the Scope of Work (Scope) in a narrative format. This narrative should be presented as an Operational Management Plan. The Operational Management Plan shall contain a complete description of how PROPOSER intends to implement each aspect of the operation, maintenance, capital improvements and service requirements set forth in the Scope. The narrative should convince the County that the PROPOSER understands the objectives, the nature of the services required, and the level of effort necessary to successfully meet the requirements of the Scope. Mere reiteration of the requirements set forth in the Scope is strongly discouraged, in that such a narrative would not provide insight into PROPOSER's ability to successfully perform under an Operating Agreement. In sum, PROPOSER'S response to this Section of the RFP should be designed to convince the COUNTY that the detailed plans and proposed approach to performing the requirements of the Scope are realistic, attainable, and appropriate, and that PROPOSER's proposal will lead to successful performance.

- i. **Maintenance Phase I:** Provide maintenance schedules based upon no less than the minimum maintenance standards in accordance with Operations Manual (Exhibit C). The maintenance plan must identify the anticipated number of employees required to carry out the plan and the required qualifications for all specific positions. Provide an organization chart showing all positions and personnel anticipated to be involved. Include personnel information identifying the key individuals who would be involved in the maintenance and management under the proposal submitted. At minimum this would include the certifications required of personnel responsible for oversight, course maintenance, turf maintenance, equipment & cart maintenance and repair, herbicide/pesticide application, and tree trimming.
- ii. **Maintenance Phase II:** Provide maintenance schedules based upon no less than the minimum maintenance standards in accordance with Operations Manual (Exhibit C). The maintenance plan must identify the anticipated number of employees required to carry out the plan and the required qualifications for all specific positions. Provide an organization chart showing all positions and personnel anticipated to be involved. Include personnel information identifying the key individuals who would be involved in the maintenance and management under the proposal submitted. At minimum this would include the certifications required of personnel responsible for oversight, course maintenance turf maintenance, equipment & cart maintenance, herbicide/pesticide application, and tree trimming.
- iii. **Post Flood Clean Up:** Provide a description of your resources/approach to assess and clean up debris following a large storm event (applicable to work in both Phase I & Phase II of operations) in accordance with the requirements of the Operations Manual and the Emergency Operation Plan. Include a timeline of the cleanup efforts and the effect on play when course is fully operational.
- iv. **Operations:** Provide a programming plan to operate the course to its full potential to maximize revenues. The plan must identify the anticipated number of employees required to carry out the plan and the required qualifications for all specific positions. Provide an organization chart showing all positions and personnel anticipated to be involved. Include specific information regarding golf course operations including:
 - a. Proposed days and hours of operation and a seasonal operational schedule if applicable.
 - b. Comprehensive marketing plan that describes anticipated strategies and plans for the promotion of the course. This should include target markets (locals, tourists, seniors, youths etc.), advertising medium (include proposed efforts via internet, radio, TV, print, social media, tourist based publications, etc.) frequencies of advertising and other customer incentives (i.e. seasonal passes, loyalty cards, resident rates, memberships, food & beverage specials, clubhouse rental packages, etc.) designed to increase play, fill tee time slots and increase usage of all facilities.
 - c. Suggested fee schedule for use of the course and its facilities. OPERATOR shall establish all applicable fees, which will be subject to the review and ultimate approval of the Clark County Department of Park & Recreation (Department). Fees should be comparable to those charged by other public golf courses in the area. This proposal should identify how the PROPOSER intends to structure green fees (including day of the week, time of day and seasonal variations), annual and/or seasonal passes, "loyalty cards," resident or member rates, Junior golf fees, range fees, cart rental rates and golf instruction fees. The section should also include any special or promotional fees, clubhouse rental packages, tournament fees and special events and their use in the marketing plan's attempt to fill traditionally slow tee time slots.
 - d. Scheduling and control methodology to be used to schedule tee times. Provide the rationale for choosing such methodology and address tee reservation policies including internet based tee-time reservations and pace of play improvement strategies.
 - e. Food and beverage operations including a sample menu, the timeline to obtain a liquor license, and health district permit, and other requirements for operation. Also include an operational plan for a food and/or beverage cart.
 - f. Pro shop operations including proposed hours of operation and the types of merchandise that will be sold and pricing,
 - g. Financial and internal control/safety and security procedures related to handling cash/charge cards and inventory. Include plans for segregation of duties, computerized systems and use of armored car service.
 - h. Proposed safety and security plan for the facility which may include lighting, perimeter security systems, patrols by armed guards, building alarms and remote cameras.

- i. Strategies to develop and maintain relationships with community organizations and residents with similar goals including trail users, non-profit groups, educational institutions, public recreation facilities, and youth golf alliances.
 - j. Plans for growing the game of golf through youth participation. Include any plans to increase course accessibility and expand youth participation through instructional opportunities, leagues and mentorship programs.
 - k. Plans for developing and offering inclusive programs, including lessons, leagues and tournament play for individuals of all abilities.
 - l. Plans for promoting the venue for special events and tournaments at the facility.
 - m. Plans to develop and institute instructional classes, private lessons and foster player development.
 - n. Strategies to attract tourists to the facility if not addressed above.
 - o. Strategies for soliciting customer feedback. Include specific methods and frequencies (i.e. surveys, social review monitoring software, etc.)
 - p. Strategies for use of a "Course Marshall" or "Starter" to monitor pace of play, golfer behavior, course security, etc.
 - q. Strategies for use of a "Volunteer Program" to support golf operations during play/tournaments.
- iii. **Capital Plan** Provide a three year capital plan. Include golf carts, any anticipated enhancements, if applicable, which may include, but are not limited to, lighting (greens, desert areas, sand traps, etc.), building improvements, cosmetic and maintenance enhancements (seal parking lot cracks, paint, etc.) and cart/maintenance equipment replacement.
- iv. **Environmentally Sustainable Practices:** Provide details about your plan to institute and promote environmentally friendly practices at the facility including, but not limited to recycling efforts, use of sustainable materials, and chemical disposal methods. Golf course maintenance must follow industry acceptable BMP and IPM strategies. Contractor to provide a list of all materials to be applied prior to commencing with related work.
- v. **Mobilization and Implementation Plan:** It is essential that the County move forward quickly to have the Operating Agreement in Place. Therefore, PROPOSER must include as part of its bid proposal a mobilization and Implementation plan, beginning with the date of notification of the proposal award. The Mobilization and implementation plan should include the following elements:
- a. Detailed timetable for the mobilization and implementation period related to Phase I operations. This timetable should be designed to demonstrate the PROPOSER'S ability to begin initial operations commensurate with Phase I requirements (Exhibit C) and be operational within a reasonable time, but no later than thirty (30) days after execution of the Operating Agreement. NOTE: The PROPOSER should identify clearly the management, supervisory, or other key staff that will be assigned only during the mobilization and implementation period.
 - b. Detailed timetable for the mobilization and implementation period related to full operations (Phase II). This timetable should be designed to demonstrate the PROPOSER'S ability to assume full management and operation responsibility commensurate with Phase II requirements (Exhibit C) in approximately fall 2015.
 - c. PROPOSER'S plan for the development and use of management, supervisory, or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory, and key personnel that will be assigned to manage, supervise, and monitor the mobilization and Implementation of the Operating Agreement NOTE: The PROPOSER should identify clearly the management, supervisory, or other key staff that will be assigned only during the mobilization and implementation period.
 - d. PROPOSER should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the Operating Agreement on the required start date.
 - e. PROPOSER also should submit a plan for the use of sub-operators, if any, with respect to a pro shop. Emphasis should be placed on how any sub-operator identified will be involved in the mobilization and implementation plan.

D. Compensation Proposal

i. Phase I Operations

PROPOSER must provide a compensation proposal that details a requested monthly management fee, as well as any other maintenance specific compensation expectations during the initial operational period expected to be approximately five (5) months.

ii. Phase II Operations and Management

PROPOSER must provide a detailed proposed operating structure for the Desert Rose Golf Course in anticipation of full operations in fall 2015. This could include a facility lease, profit sharing arrangement, flat fee, or management contract. Provide specific data on proposed structure identifying proposed term with escalation clause, and any other activity specific compensation expectations (i.e. driving range, cart rental, lessons and restaurant sales).

This compensation proposal should be based on a realistic pro forma, which must be submitted as part of your PROPOSAL. The pro forma must include all anticipated sources of revenue and all expenditures for a three year period.

PROPOSER should anticipate that the final compensation terms will be negotiated between the County and the successful PROPOSER, with the mix of fixed amount(s) and percentage(s) intended to result in a successful, optimal business model for both the County and the new operator over the term of the contract.

iii. Post Flood Cleanup

PROPOSER must provide time (hourly rate of pay) and material costs for work performed by non-golf course personnel following significant flood events.

E. Compliance with COUNTY'S Standard Contract

Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract. PROPOSERS(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 COUNTY that the PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

Exhibit A

Scope of Work

Clark County's Desert Rose Public Golf Course (hereinafter "Golf Course") has been redesigned and is in the last phases of construction. The 18-Hole, Par 72 course is located at 5843 Clubhouse Drive, Las Vegas, NV and consists of approximately one hundred forty-seven (147) acres of land. The clubhouse, maintenance facility, and cart barn are being reconstructed and the new structures are anticipated to be complete in fall 2015. Clark County is seeking an Operator to maintain the course upon award of the Contract in early spring (Phase I) and assume ALL aspects of the management and operations of the facility (including, programming, food & beverage, pro shop, marketing and maintenance) when fully completed in fall of 2015 (Phase II).

1. PHASE I

OPERATOR shall manage, and maintain the Golf Course to no less than the minimum maintenance standards on behalf of COUNTY according to the schedule agreed upon between COUNTY and OPERATOR. OPERATOR shall, supervise and assume all responsibility for the general, cost-effective, safe and efficient maintenance of the Golf Course, including but not limited to the following:

- a. Greens
- b. Fairways
- c. Rough
- d. Hazards
- e. Pump House
- f. Outdoor (course) restrooms
- g. All grounds related to the facility, including the Las Vegas and Flamingo Wash areas within the site.

2. PHASE II

OPERATOR shall manage, operate and maintain the Golf Course on behalf of COUNTY according to the schedule agreed upon between COUNTY and OPERATOR and operate in such a manner as to meet the recreational needs of the community. OPERATOR shall manage the entire facility as a public Golf Course and for no other use without the express written direction of the Director of Clark County Department of Parks and Recreation (Department). OPERATOR shall, supervise and assume all responsibility for the general, cost-effective, safe and efficient operation of the Golf Course, including but not limited to the following:

3. USE OF PREMISES

- a. OPERATOR shall only use the Premises, to operate a public golf course and other activities incidental thereto, such as but not limited to a pro shop, restaurant and bar, and golf lessons, for the benefit of the people of Clark County
- b. OPERATOR shall conduct its activities, and shall ensure that its personnel, subcontractors and concessionaires (pursuant to section d below) conduct their activities, in a highly professional and competent manner and shall maintain and operate the Premises to industry standards.
- c. Right of Public to use Golf Course. The Premises shall be open to the general public for golf related activities and activities incidental thereto, except during Special Events. The premises are not to be used by the public for general recreation activities (i.e. walking, jogging, dog walking) as such uses pose a conflict and may present a danger to patrons and staff. When the Premises are open to the public, OPERATOR shall provide suitable staffing. Members of the public shall not be excluded from the golf course unless they are in material violation of OPERATOR's rules with respect to use of the Premises, which rules must be reasonable, approved by COUNTY, and must be posted in a prominent place or places on the Premises. In the event that OPERATOR does exclude a member of the public, it shall first give that individual (the "Excluded Person") written notice of the reasons for the decision to exclude. OPERATOR shall also submit a written report to the COUNTY detailing the reasons for exclusion and describing its interaction with the Excluded Person. OPERATOR shall, in its written notice, inform the Excluded Person that he/she has a right to appeal OPERATOR's decision to the Department. OPERATOR shall instruct the Excluded Person to submit his/her appeal in writing to the Director of the Department, or his designee, at the address given herein for notifications. If the Excluded Person exercises his/her right to appeal; the Director or his/her designee shall review OPERATOR's decision and shall have the right to reverse it if he/she finds that OPERATOR has acted in arbitrary or capricious matter. OPERATOR shall be bound by this decision.

- d. Assignment, Subletting, Concessions, and Subcontractors. OPERATOR shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Contract or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appertaining to OPERATOR thereto, or allow any other person (the employees, agents, servants, and invitees, of OPERATOR excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of COUNTY. COUNTY'S review of a request to sublet a portion of the Premises or to subcontract duties or obligations hereunder shall be limited to the determination that the sublease or subcontract complies with and is consistent with the specific purposes for which the Premises are being leased to OPERATOR, and does not create a violation of OPERATOR'S obligation to retain management of the Premises. OPERATOR may enter into concessions or subleases for the operations of activities ancillary to the operation of the golf course, such as the restaurant, bar, and pro shop, and may hire contractors to perform services such as turf maintenance and landscaping. OPERATOR shall provide COUNTY with copies of any sublease, concession or similar agreement entered into during the term of this Contract
- e. Nuisance/Waste. OPERATOR shall not do or permit anything to be done in or about the Premises which materially obstruct or interfere with the rights of other users of COUNTY'S property adjacent to the Premises; nor shall OPERATOR cause, maintain or permit any nuisance in, on or about the Premises. OPERATOR shall not commit or allow to be committed any waste in or upon the Premises, or the Las Vegas or Flamingo Washes.
- f. Storage. OPERATOR shall not store within the Premises equipment other than that to be used in the Premises or used in connection with the operation of business at the Premises.
- g. Hazardous Materials Prohibited; Clean Air Act. OPERATOR shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept, or used in or about the Premises by OPERATOR, its agents, employees, contractors or invitees, without the prior written consent of COUNTY, other than such Hazardous Materials which are necessary or useful to OPERATOR's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials. OPERATOR's operations on the Premises shall comply with applicable provisions of the Clean Air Act, 42 U.S.C. 7401 et seq.
- h. COUNTY has verified that the Desert Rose Golf Course pro shop, restaurant and other buildings, grounds and parking area are compliant with the Americans with Disabilities Act. OPERATOR shall be responsible for any new requirements mandated by State or Federal Law.
- i. Entry by COUNTY. COUNTY reserves the right to enter the Premises to inspect the same; provided that if such entry is not during normal business hours, COUNTY shall provide OPERATOR with at least twenty-four (24) hours advance written notice. COUNTY shall use its reasonable best efforts to not interrupt OPERATOR's business at the Premises. COUNTY at any and all times shall have the right to use any and all means which COUNTY may deem proper to open gates or doors in an emergency in order to obtain entry to the Premises, without liability to OPERATOR, except for any failure to exercise due care for OPERATOR's property, and any entry to the Premises obtained by COUNTY by any such means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or detainer of, the Premises, or an eviction of OPERATOR from the Premises or any portion thereof.
- j. Condition of Premises upon Surrender: OPERATOR shall, upon the expiration or sooner termination of this Agreement, surrender the Premises to COUNTY in at least as good condition as it was in at the time of execution.

4. STAFFING

OPERATOR shall be responsible for providing all staff necessary to adequately manage and operate the course. OPERATOR must be able to provide a Class A Professional Golfers' Association (PGA) or Lady Professional Golf Association (LPGA) Golf Professional to manage and operate the golf course. Minimum of five (5) years' experience as a Class A-13 or Class A-1 is required. OPERATOR must be able to provide a Class A Superintendent or Superintendent Member of the Golf Course Superintendents' Association of America (GCSAA) to be the primary maintenance supervisor on site. Minimum of five years' experience at a southwestern golf course or a golf course of similar and/or soil conditions is required. All staff must be certified in First Aid, and pass background checks as required. Adequate staffing is required for, but not limited to the following functions: security and safety; mowing, irrigation, fertilization, pesticide/herbicide application, turf beautification, set up and technical crews, on-site supervision, clinics, starter area, pro shop, clubhouse, restaurant, food and beverage, concession areas, cart areas, driving range, maintenance buildings, lost and found, marketing, first-aid, irrigation equipment, mechanic, course restrooms, and temporary structures.

5. PROGRAMS

As a public golf course, it is important that the OPERATOR provide opportunities all segments of the population. OPERATOR must ensure that there are opportunities for individuals of all abilities and make reasonable accommodations to serve individuals requiring accommodations such as assistive or mobility devices. OPERATOR is encouraged to contact Parks and Recreation Department staff for any assistance with accommodations. As a community course, COUNTY requests OPERATOR grow the game of golf through youth participation opportunities. Partnerships with community groups working with youth (i.e. First Tee, SNJG) are encouraged. Program offerings for young golfers should include instructional opportunities, leagues and mentorship programs. OPERATOR must also institute instructional classes, private lessons and foster player development for all ages.

6. CALENDAR

OPERATOR shall provide COUNTY with a projected operating calendar annually to include projected hours of operation, planned events, and the dates on which the Premises will be open for normal hours of operation.

7. CUSTOMER SERVICE

OPERATOR must provide excellent customer service and provide training for course staff. OPERATOR must develop methods for collecting customer feedback. In addition, COUNTY reserves the right to institute surveys, mystery shopping and review the collected feedback.

8. COMMUNITY ENGAGEMENT

The Las Vegas Wash Project, and associated redesign and construction of the Desert Rose Golf Course are important investments in the area and it is hoped that the Golf Course can serve as a source of pride for this community; contributing to a decrease in vandalism and negative behaviors. As a public course, it is the COUNTY's intent to be a good neighbor to adjacent homeowners, trail users and golfers and the OPERATOR is encouraged to develop and maintain relationships with community organizations and residents with similar goals including trail users, non-profit groups, educational institutions, public recreation facilities, and youth golf alliances

9. MARKETING & PROMOTIONS

OPERATOR is responsible for developing a comprehensive marketing plan using a variety of mediums to promote the course. This should include various target markets (locals, tourists, seniors, youths etc.), and advertising mediums (internet, radio, TV, newspapers, social media, tourist based publications, etc.), customer incentives (i.e. seasonal passes, loyalty cards, resident rates, memberships, food & beverage specials, clubhouse rental packages, etc.) designed to increase play, fill tee time slots and increase usage of all facilities. OPERATOR shall present annual strategies including unique, innovative programs and marketing that shall be used to attract participation to the Golf Course and shall be approved by COUNTY including the use of any COUNTY image or logo. All COUNTY images or logos shall be approved by COUNTY. OPERATOR shall seek input from the public through marketing and outreach efforts to best meet the desires and needs of the community it serves.

10. FEES

PROPOSER shall establish all applicable fees schedules, (including suggested day of the week, time of day and seasonal variations), annual and/or seasonal passes, "loyalty cards," resident or member rates, Junior golf fees, range fees, cart rental rates and golf instruction fees which will be subject to the review and ultimate approval of the Clark County Department of Park & Recreation (Department). Fees should be comparable to those charged by other comparable public golf courses in the area.

11. FOOD & BEVERAGE

OPERATOR will be expected to offer food, beverage and bar service as part of its service provision plan as well as provide a refreshment cart for on course use. OPERATOR must operate the facility in compliance with Southern Nevada Health District regulations and obtain all applicable licenses including liquor license in compliance with local, state and federal laws.

12. PRO SHOP

OPERATOR will be responsible for the operation of the Pro Shop located in the clubhouse. Pro Shop will have a security gate to limit theft or loss and will develop staffing, merchandise plans and pricing.

13. SAFETY AND SECURITY

OPERATOR will be responsible for the safety and security of patrons, staff, and general public and shall develop, institute and maintain both a Safety Plan and a Security Plan to be approved by COUNTY, that at minimum, include the requirements set forth in the Emergency Operations Plan (Exhibit D) and Operations Manual (Exhibit C). Security Plan may include need for perimeter lighting, security systems, patrols by armed guards, building alarms and/or remote cameras.

OPERATOR must monitor websites of Regional Flood Control District and U.S. Geological Survey for rain storm event(s)/flash flood warning system to ensure golfer and staff personnel safety.

14. MAINTENANCE

OPERATOR shall, at sole cost and expense, keep the Premises, including but not limited to all public areas, buildings, improvements, landscaping, turf, greens, rough, hazards, trees, cart paths, parking lots, Water Maze system (Exhibit G), and irrigation systems (including pump house) located thereon, and all exterior, interior, structural and mechanical components thereof, in good clean condition and repair. OPERATOR shall further make all repairs to the Premises made necessary by reason of the negligence or intentional misconduct of OPERATOR, its employees, sub lessees, licensees, invitees, subcontractors, concessionaires, servants or agents. OPERATOR will be responsible for disposal of waste generated at the Premises. Repairs to mechanical systems, such as air conditioning, heating plant, water recycling, and turf irrigation systems, shall be performed promptly in order to minimize any waste of utilities or water.

15. SIGNIFICANT STORM EVENT CLEAN-UP AND DISPOSAL

It should be expected that the course will be subject to periodic flood events that deliver trash and possibly silt onto the golf course. All personnel working on the course must be made aware of the flood risks and to follow procedures in the attached Emergency Operation Plan. The OPERATOR shall be responsible for supplying the equipment and additional labor necessary to remove silt and dispose of trash using roll-off dumpsters following significant storm events and may be reimbursed by COUNTY based on time and material calculations provided. To minimize damage to the turf and Pyramat, it should be anticipated that the small utility vehicles will be used to transport debris to approved locations of roll-offs. To remove silt deposits in the turf areas, rubber tire skid loaders and water hoses may be best removal method. Monthly the OPERATOR will be required to sweep the concrete low flow channel using a skid steer fitted with a broom/brush to remove algae and gravel. The debris will be required to be shoveled into small utility vehicles and disposed of off-site. Methods or equipment that damage the concrete will not be permitted.

16. FURNITURE, FIXTURES & EQUIPMENT

Subject to negotiations, COUNTY may provide OPERATOR with limited furniture, fixtures and equipment necessary for clubhouse/restaurant operations and course maintenance; however, it will be necessary for OPERATOR to be able to secure all additional necessary equipment and supplies, including but not limited to: ancillary bar and restaurant equipment, furniture, mowers, spreaders, seeders, fertilizers, top dresser, irrigators, sprayers, utility equipment, generators, lighting, fencing, trailers, aerators, tractors, vehicles, GPS enabled carts and any other equipment necessary for the operation and maintenance of course. OPERATOR shall develop and institute an inspection and rotation schedule for turf care equipment and carts.

17. INVENTORY

OPERATOR shall keep a separate written inventory of all OPERATOR provided equipment and COUNTY provided equipment. COUNTY may also provide furnishings or equipment.

18. CONSTRUCTION

Prior to any work, OPERATOR shall receive advanced written approval from COUNTY for any capital improvements. All work relating to any improvements or buildings shall be done in a good and workmanlike manner, using new materials and shall be diligently prosecuted to completion. OPERATOR shall comply with applicable building codes, fire codes, zoning codes, and other laws, regulations and orders for any construction, whether of a permanent alteration or a temporary structure, and shall obtain all applicable permits from regulatory agencies, including but not limited to the Clark County Development Services Department, the Clark County Flood Control District, and the State Fire Marshall.

19. TRAINING AND DOCUMENTATION PLAN

OPERATOR shall develop and institute a Training and Documentation Plan to include, but not limited to: First Aid, Battery Handling; Hazardous Communication Policy; Electrical Tag out Program; Vehicle and Cart Safety; Fire Extinguisher Inspection; Fuel; Shop Safety; Weed Mitigation; Mosquito Abatement; Herbicide/Pesticide Application, Storage and Disposal, Operation and Daily Maintenance of Water Maze System/Equipment. OPERATOR shall comply with all OSHA regulations pertaining to workplace safety.

20. MONITORING WELLS AND MONITORING STATIONS

Three monitoring wells are located on the course. OPERATOR will be required to monitor and record effluent flow data, and nitrogen application as required by the Nevada Division of Environmental Protection. The University of Nevada Las Vegas maintains an Air Monitoring Shelter, located in the Golf Course maintenance yard. Additionally, the U.S. Geological Survey and Regional Flood Control District have rain gauges and storm water monitoring equipment on Premises. Operator will insure that these entities have 24 hour 7 day access to the monitoring shelter through the use of common locks and keys. OPERATOR shall maintain any foliage, bushes and trees within a 20 meter radius of the monitoring shelter, in a trimmed condition. OPERATOR shall notify COUNTY on or before the day of any fertilizer application to any landscape within 100 meters of the maintenance compound. OPERATOR shall also notify COUNTY of any construction activity on or before the day within the maintenance facility area.

21. FEES

All fees for services shall be comparable to other public golf courses including discounts available for all programs. Any changes to fees must be approved by the Department.

22. CASH HANDLING & RECEIPTING

OPERATOR will institute a control and cash management system approved by the COUNTY which shall include, but not be limited to:

- a. Segregation of duties (i.e. the cashier should not reconcile the cash count to the register tape totals)
- b. Detailed reporting
- c. Reconciliation of daily bank deposits
- d. Computerized point-of-sale (POS) cash register system
- e. Paper and electronic transaction records
- f. Daily cash register reports

OPERATOR shall receipt all revenue of the operation of the Golf Course according to generally accepted accounting practices which must be approved by COUNTY. OPERATOR shall provide monthly operational statistics and revenue statements which include, but is not limited to, greens fees, food and beverage, pro-shop sales, golf cart rentals, club and pull cart rentals, golf lessons, tournament fees, membership fees, marketing/advertising revenue, driving range revenue, and locker revenues no later than 15 days after the end of the preceding month. OPERATOR shall complete an annual audit performed by a licensed certified public accountant (CPA) to be approved by COUNTY. The audit shall certify the revenue of the operation of the Golf Course. The audit shall include green fees, cart revenue, driving range revenue as the gross golf revenue and also include merchandise sales, food and beverage and miscellaneous revenue. The OPERATOR shall also provide a copy of its annual filed tax return. OPERATOR shall provide annual financial information and compensate COUNTY based on the results of such audit no later than 90 days after the close of each contract year. COUNTY shall have the right to inspect the financial records of OPERATOR at any time with seven (7) days' notice and maintains the right to enter the property, conduct surprise cash counts or inspections. COUNTY shall have the right to assign any portion or percentage of compensation due to COUNTY into the special capital improvement fund. OPERATOR will track the use of complimentary rounds of golf as identified in the contract as authorized and provide monthly reports detailing the justification, the authorizing party, the customer's name etc.). OPERATOR shall retain records in accordance with COUNTY Records Retention policy, or for one year from the final date of payment under the contract, whichever is longer.

23. UTILITIES/SERVICES

OPERATOR is responsible for providing and paying for public utilities and services required for successful professional operations, including but not limited to:

- a. Portable restroom facilities (as needed)
- b. Site clean up
- c. Trash pick-up and removal
- d. Potable Water (Potable & Reclaimed)
- e. Reclaimed Water (The golf course is irrigated 100% with reclaimed water)
- f. Electricity and Lighting
- g. Sewer

- h. Gas
- i. Telephone
- j. Computer Cabling
- k. Security services
- l. Alarm
- m. Daily Janitorial or custodial services
- n. Cable TV connections, if required
- o. Pest Control
- p. Fire protection and fire suppression equipment
- q. WI-FI
- r. Kitchen grease recycling
- s. Landscape debris recycling

24. INTERRUPTION OF SERVICES

COUNTY shall not be liable to OPERATOR if any utilities or services, whether or not furnished by COUNTY hereunder, are interrupted or terminated because of necessary repairs, installation or improvements, or any other cause beyond COUNTY'S reasonable control, nor shall any such termination relieve OPERATOR of any of its obligations under this Lease. COUNTY shall have no liability to OPERATOR if any utility service is interrupted by the utility OPERATOR or otherwise.

25. TAXES

OPERATOR shall be responsible for payment of all taxes, whether real property taxes, personal property taxes, income taxes, sales , excise or any other taxes, if any, that are or may be assessed relating to the Premises or any use of the Premises by OPERATOR.

26. Review and Reporting:

- 1. Accurate daily records of weather, rainfall and temperature will be kept.
- 2. All pesticide and herbicide records will be maintained for inventory and application.
- 3. OPERATOR will continue the schedule of monitoring the quality of the water in the irrigation lakes and implement environmental stewardship guidelines utilizing WWGCSA and OGCSA recommendations for water quality management.

Exhibit B – Sample Contract
CLARK COUNTY, NEVADA
CONTRACT FOR OPERATION AND MANAGEMENT
OF A GOLF COURSE
RFP NO. 603268-14

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

CONTRACT FOR OPERATION AND MANAGEMENT OF A GOLF COURSE

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 Operation and Management of a Golf Course (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, the PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance; 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 //ENTER DATE// through //ENTER DATE//, with the option to renew for Options, Enter Term-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 completed during negotiations.]

B. Progress Payments

The PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY's Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
 - c. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - d. COUNTY's representative shall notify the PROVIDER in writing within 14 calendar days of any disputed amount included on the invoice. The PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount the PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within 30 calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.

5. In the event that legal action is taken by COUNTY or the PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY's available unencumbered budgeted appropriations for the PROJECT.
6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER's negligence, resulting from or arising out of errors or omissions in PROVIDER's work products, which have not been previously paid to PROVIDER.
7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to: *//Enter Street Address//, //City, State and Zip Code//*.

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 the 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 the 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 the PROVIDER for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the 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 the 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, the 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 COUNTY.
- D. The 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. The 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. The PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the 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 the 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. The 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 the 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.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by the 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.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this contract.
- B. PROVIDER shall complete the PROJECT in accordance with Exhibit A of this Contract.
- C. If the PROVIDER's performance of services is delayed or if the 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 the 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 60 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 the PROVIDER is given:
 - i. not less than 90 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 the 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 the PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of the PROVIDER's default.
- b. Upon receipt or delivery by PROVIDER of a termination notice, the 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 the PROVIDER to fulfill contractual obligations it is determined that the 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 the PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of the PROVIDER assigned to the performance of this Contract.
 - 5. The rights and remedies of COUNTY and the 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

The PROVIDER shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. The 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. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

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, the PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Non-Discrimination/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 the PROVIDER in breach of the Contract, terminate the Contract, and designate the 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

The 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 the PROVIDER or the employees or agents of the 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 the 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 the PROVIDER or any agent or representative of the 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 the PROVIDER as it could pursue in the event of a breach of this Contract by the 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 the PROVIDER is subject to review by COUNTY to insure contract compliance. The 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 the 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

The 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

The 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), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (**Exhibit C**). The information provided in **Exhibit C** by the PROVIDER is for COUNTY's information only.

M. Disclosure of Ownership Form

The 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: _____ DATE _____
YOLANDA T. KING
Chief Financial Officer

PROVIDER:
//LEGAL NAME//

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

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: _____ DATE _____
ELIZABETH A. VIBERT
Deputy District Attorney

EXHIBIT A
OPERATION AND MANAGEMENT OF A GOLF COURSE
SCOPE OF WORK

To Be Customized.

**EXHIBIT B
OPERATION AND MANAGEMENT OF A GOLF COURSE
INSURANCE REQUIREMENTS**

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

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

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

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP NUMBER AND CONTRACT NAME:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 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. 603268-14, entitled OPERATION AND MANAGEMENT OF A GOLF COURSE;
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 VET, DVET and ESB 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 ___ 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

No MBE, WBE, PBE, SBE, VET, DVET or ESB 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), 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.

Signature	Print Name
Title	Date

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

Exhibit C
Operations Manual

Exhibit D
Emergency Operations Plan

Exhibit E
Clubhouse and Turf Care Building Renderings

Exhibit F
Greens, Tees, Fairways

Exhibit G
Water Maze System Requirements