



Department of Administrative Services
Purchasing and Contracts Division

**CONFIRMATION FORM
for
RECEIPT OF BID NO. 603530-14**

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

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

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. BID NO. 603530-14 BID PAGES: 39
DESCRIPTION: ANNUAL REQUIREMENTS CONTRACT AND PATROL SERVICE
FOR COUNTY COURT LOCATIONS

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

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

_____ Internet _____ Plan Room

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

CLARK COUNTY, NEVADA

INVITATION TO BID

BID NO. 603530-14

ANNUAL REQUIREMENTS CONTRACT AND PATROL SERVICE FOR COUNTY COURT LOCATIONS

The bid package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 603530-14 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-bid Conference will be held on **JANUARY 6, 2015** at **9:00 a.m.**, at the Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, Nevada 89106. If your firm is unfamiliar with the County Bid Submittal procedures and would like to obtain training on the submittal process for this Bid, please contact Susan Tighi, Purchasing Analyst, at (702) 455-2724 no later than **MONDAY, JANUARY 5, 2015**, and a training session will be provided immediately following the pre-bid conference referenced above.

Bids will be accepted at the Clark County Government Center address specified above, on or before **JANUARY 22, 2015** at **3:00:00 p.m.** based on the time clock at the Clark County Purchasing and Contracts front desk.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:

Las Vegas Review-Journal

DECEMBER 22, 2014

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I – INSTRUCTION TO BIDDERS

BID NO. 603530-14

ANNUAL REQUIREMENTS CONTRACT AND PATROL SERVICE FOR COUNTY COURT LOCATIONS

1. INTENT OF INVITATION

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

2. DEFINITIONS

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

3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please contact Susan Tighi, Purchasing Analyst, telephone number (702) 455-2724, e-mail slt@clarkcountynv.gov, or the Purchasing and Contracts Front Desk at (702) 455-2897. After award, the designated contact will be Thomas Newsome, Chief Marshall/Director of Security, telephone number (702) 671-4567, e-mail newsomet@clarkcountycourts.us.

4. CONTACT WITH COUNTY DURING BIDDING PROCESS

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

5. PREBID CONFERENCE

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

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written Addendum will be issued by COUNTY. COUNTY shall not be bound by any oral representations, clarifications, or changes made in the written requirements and/or specifications by COUNTY'S employees, unless such clarification or change is provided by COUNTY in written addendum form from the Purchasing and Contracts Division.

B. Bidder(s) shall take no advantage of any apparent error or omission in the Bidding Documents. In the event Bidder(s) discover such an error or omission, they shall immediately notify COUNTY. COUNTY will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents through the issuance of an Addendum.

C. Addenda shall be available via mail, certified mail, fax, online or pick up by all prospective Bidders.

D. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

7. DOCUMENT REVIEW

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

8. PREPARATION OF FORMS

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

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

9. BID DOCUMENTS NECESSARY FOR SUBMITTAL

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

10. SUBCONTRACTOR INFORMATION

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

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

11. DISCOUNT TERMS OF PAYMENT

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

Examples:

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

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

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

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

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

12. DEVIATIONS TO TERMS AND CONDITIONS OR SPECIFICATIONS

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

13. DURATION OF OFFER

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

14. BIDDER'S REPRESENTATION

Each Bidder by submitting their Bid represents that:

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

15. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title. Bidders are requested to submit one (1) original. No responsibility will attach to COUNTY, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR ELECTRONICALLY SUBMITTED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailling instructions for bids:

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

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

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

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

16. COST TO PREPARE AND SUBMIT RESPONSE

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

17. WITHDRAWAL OF BID

A. Before Bid Opening

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

B. After the Bid Opening

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

18. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

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

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

19. REJECTION OF BID

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

20. DISQUALIFICATION OF BIDDERS

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

- A. Failure to use the specified Bid Form furnished by COUNTY.
- B. Lack of signature by an authorized representative.
- C. Failure to properly complete the Bid Form.

- D. Evidence of collusion among Bidders.
- E. Unauthorized alteration to content of the Bid Form.
- F. Failure to acknowledge all addenda issued.

21. TIE-BIDS

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

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

22. NOTIFICATION OF INTENT TO AWARD

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

23. PROTESTS

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

24. METHOD OF AWARD

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

25. LETTER OF AWARD

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

26. INITIAL TERM

The initial term of CONTRACT shall be from date of award through August 1, 2016.

27. CONTRACT RENEWAL

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

28. CONTRACT EXTENSION

COUNTY reserves the option to temporarily extend CONTRACT one hundred twenty (120) calendar days from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

29. INSURANCE

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

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless SUCCESSFUL BIDDER is a Sole Proprietor and shall be required to submit an affidavit **Attachment 3** indicating that it has not elected to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

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

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

30. FAILURE TO MAINTAIN COVERAGE

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

31. PERFORMANCE BOND

Prior to execution of CONTRACT, SUCCESSFUL BIDDER shall furnish a "Faithful Performance Bond" in the amount of 33% of the bid price. SUCCESSFUL BIDDER shall pay all premiums and costs of bonds. **The performance bond shall be written on the form provided by COUNTY Attachment 4.** SUCCESSFUL BIDDER shall require the attorney-in fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of their power of attorney. **The performance bond must be prepared by an appointed agent of insurance per the provisions of Nevada Revised Statutes Chapter 683A.** The performance bond must be issued by a certified surety who is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570, Current Revision) or companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies.

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

32. ADDITIONAL BUILDINGS OR FACILITIES

Additional buildings or facilities may be added to CONTRACT by COUNTY. This shall include newly acquired or constructed building / facilities.

33. ADDITIONAL REQUIREMENTS

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

34. COOPERATION BY SUCCESSFUL BIDDER(S)

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

performance under CONTRACT.

35. PRICE ADJUSTMENT REQUESTS

- A. Commencing on date of award, prices shall not be subject to change during the initial term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of SUCCESSFUL BIDDER'S expectation of price increase commencement, to the Clark County, Nevada, Administrative Services Department, Purchasing Manager, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if SUCCESSFUL BIDDER has been notified in writing of COUNTY'S approval of the new Price(s). Only one written price adjustment request(s) will be accepted from SUCCESSFUL BIDDER per annual year term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.
- B. Consumer Price Index (CPI): Urban Wage Earners and Clerical Worker. Series ID: CWUSA400SAS will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI or PPI change or three (3) percent for an increase or decrease.
- C. Suitable Proof: Print-out of CPI index and calculated increase;

36. STATE OF NEVADA LEGAL HOLIDAYS

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

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

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

II -GENERAL CONDITIONS

BID NO. 603530-14

ANNUAL REQUIREMENTS CONTRACT AND PATROL SERVICE FOR COUNTY COURT LOCATIONS

1. ASSIGNMENT OF CONTRACTUAL RIGHTS

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

2. AUDITS

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

3. AUTHORITY

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

4. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

5. CLARK COUNTY'S PROPERTY

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

6. COLLECTION AND PAYMENT OF SALES TAX

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

7. COLLUSION AND ADVANCE DISCLOSURES

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

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

8. CONSUMPTION ESTIMATES

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

9. CONTRACT AMENDMENTS

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

10. DISCLOSURE OF OWNERSHIP / PRINCIPALS

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

11. DRUG-FREE WORKPLACE

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

12. EMPLOYMENT OF UNAUTHORIZED ALIENS

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

13. FEDERAL, STATE, LOCAL LAWS

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

14. FISCAL FUNDING OUT

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

15. FORCE MAJEURE

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

16. GOVERNING LAW/VENUE OF ACTION

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

17. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

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

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

18. INDEMNITY

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

19. INVOICING

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

All invoices should include the following information:

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

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

20. INVOICE AUDITS

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

21. NON-DISCRIMINATION

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

22. NON-ENDORSEMENT

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

23. OUT OF STATE SUPPLIERS

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

24. PARTIAL PAYMENTS

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

25. PATENT INDEMNITY

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

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

26. PUBLIC RECORDS

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

27. PURCHASE ORDERS

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

28. RIGHT OF INSPECTION AND REJECTION

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

29. SEVERABILITY

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

30. SUBCONTRACTS

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

31. SUBCONTRACTOR / INDEPENDENT CONTRACTOR

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

32. SUSPENSION BY THE COUNTY FOR CONVENIENCE

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

33. TAXES

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

34. TERMINATION FOR CAUSE

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

35. TERMINATION FOR CONVENIENCE

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

36. TITLE AND RISK OF LOSS

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

37. USE BY OTHER GOVERNMENT ENTITIES

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

38. WARRANTY

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

III - SPECIAL CONDITIONS

BID NO. 603530-14

ANNUAL REQUIREMENTS CONTRACT AND PATROL SERVICE FOR COUNTY COURT LOCATIONS

1. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

Apparent low Bidder shall furnish the following information and documents within three working days of COUNTY'S request:

- A. SUCCESSFUL BIDDER shall designate a Project Manager to provide contract management and oversight. Provide name, phone number and e-mail address of Project Manager. Should another Project Manager be assigned during the term of this CONTRACT, it is SUCCESSFUL BIDDER'S responsibility to notify COUNTY, in writing, within ten (10) calendar days of the change;
- B. Completed "Disclosure of Ownership" form.
- C. A copy of current applicable Clark County Business License.

2. ENGLISH SPEAKING REPRESENTATIVE

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

3. SERVICE WORKERS' BACKGROUND INVESTIGATION

- A. Within ten (10) calendar days of award, SUCCESSFUL BIDDER shall provide COUNTY'S representative with a list of the names of all personnel who will be working at COUNTY'S facilities, including all of SUCCESSFUL BIDDER'S owners and officers.
- B. SUCCESSFUL BIDDER'S employees working at COUNTY'S buildings or facilities must be able to pass a SCOPE and NCIC background check to perform work, as appropriate.
- C. All record checks shall be available immediately upon request by COUNTY'S representative. Requests shall be dated no more than sixty (60) calendar days prior to request. COUNTY reserves the right to deny SUCCESSFUL BIDDER'S employee access to COUNTY'S site because of an unsatisfactory result on the SCOPE or NCIC background check of that employee. COUNTY further reserves the right to reject the low Bidder if Bidder's owner's or officer's record check is unacceptable.
- D. After the Records Check has been given to COUNTY'S representative for review and has been approved by COUNTY, SUCCESSFUL BIDDER shall be responsible for supplying all personnel accessing COUNTY'S facilities, with a Clark County Supplier Identification Badge, which shall be worn in a visible place on the person at all times when on COUNTY'S property. Some facilities may require SUCCESSFUL BIDDER'S employees to swipe their badges for access. SUCCESSFUL BIDDER shall be responsible for obtaining new Record Checks and Clark County Supplier Identification Badge(s) for any new employee that will be assigned to accessing COUNTY'S facilities. The same protocol for approval applies. SUCCESSFUL BIDDER'S employees no longer assigned to perform services shall surrender their identification badge for immediate return to COUNTY for deactivation. SUCCESSFUL BIDDER shall be responsible for all fees associated with obtaining the badges and record checks. Clark County Supplier Identification badges and access cards remain the property of Clark County. Each is separately issued to an individual and cannot be shared or transferred. Misuse of identification and access cards may be cause for termination of CONTRACT.
- E. Clark County Supplier Identification Badge is valid for only one (1) year from date of issue. SUCCESSFUL BIDDER'S employees shall contact designated representative to coordinate SCOPE and NCIC background checks and for Supplier Badge issuance annually. SUCCESSFUL BIDDER'S employees will not be allowed entry into COUNTY'S facilities with an expired Supplier Identification Badge.
- F. Failure to follow this procedure may result in termination of CONTRACT.

4. SERVICE PROVIDER REQUIREMENTS

- A. SUCCESSFUL BIDDER'S employees performing under CONTRACT shall be qualified and fully certified to maintain equipment properly and to industry standard, using all reasonable care, and acceptable workman-like practices;

- B. SUCCESSFUL BIDDER'S employees assigned to perform under CONTRACT must have at least three (3) years of combined experience, to include law enforcement, armed security and military. Replacement employees must also meet the same experience qualification unless SUCCESSFUL BIDDER receives a waiver in writing from COUNTY to approve an employee with less than three (3) years of experience;
- C. SUCCESSFUL BIDDER is required to maintain all required licensing and certifications to provide services at all of COUNTY'S facilities contained herein.

5. WORKING HOURS/OVERTIME

- A. The normal hours of access are as shown in section IV-Scope of Work, Exhibit IV-1. At COUNTY'S discretion, seasonal adjustments in the hours of the normal business day may be made.
- B. Any work performed outside of the normal jobsite hours that is not required or requested by COUNTY, shall be performed without additional expense to COUNTY.

6. BILLABLE HOURLY RATES FOR SERVICES

All labor rate line items in the Bid form are for the purposes of securing labor rates by which SUCCESSFUL BIDDER shall supply quotes for any services defined herein as outside of SUCCESSFUL BIDDER'S responsibility or control under CONTRACT. All labor quoted for these services shall be for actual time only. No minimum billing for labor or travel time shall be allowed.

7. LABOR

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

8. REMOVAL OF EMPLOYEE

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

9. FURNISHING SUPERVISION OF EMPLOYEES

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

10. PROHIBITED ACTIVITIES WHILE ON COUNTY'S PROPERTIES

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

11. INGRESS AND EGRESS OF FACILITIES

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

12. KEYS / ACCESS CARDS

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

13. DAMAGE TO COUNTY PROPERTY

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

14. BUILDING SECURITY

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

15. ENFORCEMENT OF "LOCK-DOOR" POLICY

All locked doors are to remain locked at all times. SUCCESSFUL BIDDER'S employees are not allowed to open any doors for anyone unless otherwise instructed by County representative.

16. CORRECT USE OF ALARM SYSTEM

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

17. PROTECTION OF KEYS AND ALARM CODES

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

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

18. INVOICING REQUIREMENT

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

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

19. DISPUTES

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

20. CONTRACT PERFORMANCE CUSTOMER SURVEY

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

IV – SCOPE OF WORK

BID NO. 603530-14

ANNUAL REQUIREMENTS CONTRACT AND PATROL SERVICE FOR COUNTY COURT LOCATIONS

1. GENERAL

Security guards shall be responsible for the protection of County property and equipment as well as the safety and protection of customers and of employees and their property while on County premises. Security Officers shall assist in emergency situations and be able to identify conflict and intervene expeditiously and courteously. Security Officers are a visual deterrent to possible problems at County facilities. Their degree of response can be described as “mild confrontation”. The Security Officer’s actions in breaking up a physical disturbance are limited to a visual and vocal presence. Security officers are not to become embroiled in any altercation that cannot be quelled by their presence or words. If those efforts fail, then the police are to be notified. Security Officers are responsible for efficient performance of their duties under normal and emergency conditions. Weapons, if any, are to be used only in immediate, life threatening situations. Weapons are not to be used and Security Officers will not engage in pursuit of suspects. Under no circumstances are weapons to be used to intervene in a crime against property, such as theft or burglary.

2. SECURITY INSTRUCTIONS

The security instructions provided are not all inclusive. The duties performed at each location may vary depending on the individual security needs and shall be performed at no additional cost to the Owner.

3. LICENSING--STATE OF NEVADA

Successful Bidder shall be licensed by the State of Nevada to do the type of work required under this bid, in accordance with Nevada State laws. Bid proposals received from those not licensed, at the time of bid opening will be rejected. All licenses shall be in effect at the time of bid opening. In the case of a dispute, the decision of the licensing authority is final.

4. STATE REGISTRATION

It shall be the successful Bidder’s responsibility to see that any employee assigned to serve on this contract is registered as required by the State. **This is to include, but not limited to, the possession of a valid Sheriff’s card, gun certification card (white card), and gun registration (blue card) while on duty. The security officer shall be the registered owner to the firearm carried and their gun certification card shall certify the security officer for the same type of firearm.**

5. BUILDING LOCATIONS

A. SECURITY POST INSTRUCTIONS – REGIONAL JUSTICE CENTER

- 1) Address:
200 Lewis Avenue
Las Vegas, Nevada 89155

Patrol:
To insure the safety of the Regional Justice Center facility and the outlying parking areas, the successful Bidder shall provide guards to maintain a continuous patrol of the interior of the facility and the parking areas. The campus security guard shall take direction from the Deputy Marshals at the facility. The security guards will follow the “Security Post Instructions – Clark County Regional Justice Center”. These instructions will be written by the vendor under the direction of the Chief Marshal/Security Director, or designee. This is a mobile post and the successful Bidder will provide a bike or golf cart patrol at this post.

- 2) Address:
- | | |
|-------------------------|----------------------------------|
| Phoenix Building | Complex Litigation Center |
| 330 South Third Street | 333 South 6 th Street |
| Las Vegas, Nevada 89101 | Las Vegas, Nevada 89101 |

Patrol:

To insure the safety of the Court facility and the outlying parking areas, the successful Bidder shall provide guards to maintain a continuous patrol of the interior of the facility and the parking areas. The campus security guard shall take direction from the Deputy Marshals at the facility. The security guard follow the "Security Post Instructions – Phoenix/CLC". These instructions will be written by the vendor under the

B. SECURITY POST INSTRUCTIONS – FAMILY COURTAddress:

601 North Pecos Road
Las Vegas, Nevada 89101

Patrol:

To insure the safety of the Family Court facility and the outlying parking areas, the successful Bidder shall provide guards to maintain a continuous patrol of the interior of the facility and the parking areas. The campus security guard shall take direction from the Deputy Marshals at the facility. The security guard follow the "Security Post Instructions – Family Court". These instructions will be written by the vendor under the direction of the Chief Marshal/Security Director, or designee. This is a mobile post and the successful Bidder will provide a bike or golf cart patrol at this post.

6. SECURITY STAFFING TIERS

The following definitions serve as a guideline only. Owner reserves the right to determine the tier to be used at all facilities on a case by case basis.

A. Tier 1 - Security Guard

Indicated for all facilities not covered above, and for manning metal detectors under the direction of a Law Enforcement Officer or Armed Contract Security Officer. Security asset of choice for County Facilities during business hours or whenever County employees are present. Distinguished from the Watchman category (above) by advanced training and demonstrated skill in dealing with people and verbally diffusing confrontations, and by the ability to project an authoritative presence.

B. Tier 2 - Armed Security Guard

Indicated where there is an adversarial public contact in a facility equipped with a metal detector, and Law Enforcement Officer is not an available option, and at any time when specific, credible threats have been received. Tier 2 Security officers provided under this contract will be licensed and qualified to carry firearms. The requirement to actually carry firearms at any given post will be solely at the discretion of the County, and may change at any time, and any number of times, for the duration of this contract.

7. MINIMUM QUALIFICATIONS

- C. Ability to understand and retain knowledge of County rules and regulations.
- D. Ability to read, understand and follow post orders.
- E. Ability to maintain a clean, neatly groomed and professional appearance.
- F. Ability to speak and write fluently in English, and to maintain English fluency in stressful and emergency situations.
- G. Ability to maintain a positive attitude and work ethic.
- H. Possess above average communication skills in order to effectively interact with patrons and staff.
- I. Have prior Security guard experience with training on successful Bidder's company policies and procedures as well as on how to respond to emergency situations.
- J. Possess binocular vision, correctable to 20/30.
- K. Able to discriminate among standard colors.
- L. Capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet with each ear.

- M. Be fully capable of performing normal and emergency duties that include:
 - 1) Standing or walking for an entire shift.
 - 2) Climbing stairs and ladders.
 - 3) Lifting or carrying objects weighing up to 50 pounds.
 - 4) Running for short distances.
 - 5) Self defense.

- N. For all Tier 2 guards, physical fitness to be evidenced by an annual medical examination and drug screening conducted within 90 days prior to reporting for duty. An annual physical and drug screening for each guard to be performed within 30 days of the anniversary date of the previous examination. Successful bidder will supply the County with a certificate from a physician stating that the officer meets the above minimum physical conditions. Written consent of the officer to the medical examination will be attached to the certificate and forwarded to the County.

- O. Successful completion of the District Court background process (NCIC/NCJIS/SCOPE). Note: Prior criminal convictions or any ongoing involvement with a criminal/civil court matter may be cause for denial.

- P. The County retains the final decision as to the acceptability of an individual to work on County property, as well as the right to waive any of the above requirements.

8. CORRESPONDENCE

Successful Bidder shall provide a written response within 2 working days, to all written correspondence, including e-mail from the Owner, unless otherwise specified.

9. REPORT OF INCIDENTS

The successful Bidder shall prepare and maintain accurate reports of incidents including loss, theft, or damage of Owner's property and personnel related incidents and shall furnish these reports to the Owner within two (2) hours of incident unless otherwise notified.

10. INSTRUCTIONS FOR PATROLLING--FACILITY ORIENTATION

An orientation by facility will be provided by the Owner for the successful Bidder. The orientation date, time and location will be provided to the successful Bidder after the review of the bids and after the award recommendations have been determined. The patrol procedure for each location will be reviewed with the successful Bidder by the Owner during the orientation.

11. EMPLOYEE TRAINING PROGRAM

Successful Bidder shall currently have an employee training program and shall submit a copy of successful Bidder's training program prior to award which will give evidence that their firm does maintain a training program for their employees. The words "training program" shall mean that employees assigned to this contract will have received instruction in the areas of private security, use of force continuum, instruction of Nevada State laws, and Las Vegas Metropolitan Police Department procedures. The successful Bidder shall provide to Owner a sign off sheet for each guard provided under this contract, signed by the guard affirming he/she has received training in the areas listed above.

12. SECURITY GUARD HOUR REQUIREMENTS

The successful Bidder must have proof on file of the ability to provide a total of 50 guards registered at the time of the bid award.

The security guard hourly requirements by facility, shift, day, and tier are specified on the Bid Schedule. The estimated annual hours and shifts include holidays and weekends as on the Exhibits IV-1, with no overtime rate.

13. SPECIALIZED DUTIES

Successful Bidder must be able to furnish fully equipped and operational mobile patrol guards at the facilities listed in Bid Form at the Owner's discretion, these may be bicycle, golf cart or other authorized mobile equipped patrol officers. Mobile patrols are currently required at the Family Court. Additional mobile patrol guards may be required for other locations in the future. The successful Bidder must be able to accommodate increases in the number of trained staff and mobile equipment required. Successful Bidder will provide Tier 2 Officers only to operate metal detectors and x-ray scanners at any and all facilities designated by the County. Successful Bidder is responsible for ensuring training of all Officers assigned.

14. GENERAL SECURITY INSTRUCTIONS--ALL COUNTY BUILDINGS

- A. Non-Business Hours Entrance
Anyone entering the building during non-business hours must show a District Court, County identification badge or other authorized photo identification. All persons entering the building must sign in and out.
- B. Elevator Breakdown Procedure
In the event that an elevator becomes stuck, contact the first name on the Emergency Call List. If you are unable to reach the first person on the list, continue down the list until you reach someone.
- C. Emergency Call List
The Emergency Call List will be provided to the successful Bidder prior to starting work. This list will provide the contact names and phone numbers for each location.
- D. Public Relations
A good public relations attitude is required, as you will be dealing directly with the public on a daily basis. All security personnel shall be courteous to all County employees and the general public.
- E. Emergency Situations
In the event that a serious security situation occurs, the appropriate police department for that facility, Henderson, North Las Vegas, or the Las Vegas Metropolitan Police Department shall be called immediately. NO EXCEPTIONS. The appropriate facility Control Room shall also be contacted during normal operating hours to ensure the Marshals Division Command staff is immediately notified. The Regional Justice Center Control Room: (702) 671-4509. The Family Court Control Room: (702) 455-5309. After hours notification shall be made utilizing the provided Emergency Call List, to include the Chief Marshal/Security Director, Lieutenant, Sergeant, or designee.
- F. Patrol Procedure
The patrol area will generally be the interior and the exterior of each facility. The same patrol route shall not be followed on a day-to-day basis. The patrol route shall not fall into a pattern. All interior and exterior doors shall be checked to ensure that they are locked unless otherwise specified. All unnecessary lights shall be turned off.
- G. Standards of Conduct
A high standard of conduct is expected of Security Officers working under Contract for Clark County. Examples of unacceptable conduct are, but not limited to:
- 1) Vacating post without authority.
 - 2) Eating on post during non-meal period, and/or eating other employees' food.
 - 3) Leaning against walls, doors, etc.
 - 4) Idle talk and gossip with other contract personnel, County employees, or customers.
 - 5) Gambling.
 - 6) Drinking intoxicants while on duty or immediately before reporting for duty; use of narcotics or habit-forming drugs. Reporting for duty under the influence of alcohol or drugs is strictly prohibited and shall be cause for immediate removal from the Facility and termination from assignment within a Court Facility.
 - 7) Carrying of any weapon except those required by the post orders and designated tier.
 - 8) General inefficiency or incompetence; discourtesy, insolence, or the use of profanity.
 - 9) Sleeping on duty.
 - 10) Insubordination; neglect of duty or failure to perform duties fully; making false statements and/or reports.
 - 11) Unauthorized use of County phones, computers, coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, printers, fax machines, copy machines, cell phones, vehicles of any kind, and any other County property.
 - 12) Willful neglect of County property.
 - 13) Failure to report known violations of County policies, procedures, rules, and regulations, unlocked doors and windows on buildings and cars.
 - 14) Reading on any post (except materials related to Security functions).
 - 15) Use of excessive force.
 - 16) Sexual harassment of any kind.
 - 17) Any act of commission or omission contrary to good order and discipline or constituting a violation of County policies, procedures, rules, and regulations or state, local and federal laws.

H. Telephones/Telephone Answering Procedure

The telephones assigned to each security post are to be used for security purpose only. The Owner may need to get in contact with the security personnel at any given time. Personal, long distance and directory assistance calls are prohibited. Any charges that are incurred during non-business hours or from the security assigned phones that are associated with long distance or directory assistance calls shall be the responsibility of the successful Bidder. The telephones shall be answered as follows: "Building (Name), this is Officer (Name)." "All officers will call a central number at the successful bidders office, or a supervisor's mobile phone, at the beginning of the shift and when leaving the post, whether at the scheduled time or earlier. Use of personal cell phones and walkie-talkies shall be limited and must not impact performance of job duties."

I. No Smoking Policy

There is no smoking allowed in any County building. NO EXCEPTIONS. If you see someone smoking, politely explain the policy and ask him or her to put it out or go outside.

J. Uniforms

A distinctive, security type uniform and identification badge shall be worn by all security guard personnel. The uniform type shall be approved by the Owner prior to beginning work.

K. Appearance

Security officers shall maintain high professional standards of personal appearance and dress as herein described:

- 1) Security officers shall be clean, neatly groomed, and project a positive professional image, offensive body odor is not acceptable. The image projected shall instill a sense of confidence in customers and staff that the guards are able to maintain a safe, secure, and orderly environment.
- 2) Successful Bidder will furnish uniforms that are clean, neat, and whose design and specifications the County has approved. Uniforms will be fitted properly, with pants of proper length pressed and in good condition (i.e., not frayed, worn out, torn, patched, etc.). Uniform items will be kept zippered, snapped, or buttoned, including pockets. Shoes shall be shined and in good repair. Jackets and hats must have a company logo and/or word "security" on them. Undergarments must not be visible

L. Breaks/Lunch Periods

All breaks shall be taken at, or within sight, of the assigned post. Leaving the premises for break periods is prohibited. Lunch periods shall be taken within close proximity and at least within ten minute response from their assigned post.

M. Maintenance Problem Reporting

All maintenance problems identified shall be reported to the Clark County Security office, 455-5397, 24 hours a day, 7 days a week and holidays.

N. Equipment and Supplies Requirements

- 1) All Security guards shall carry a radio or mobile phone while on duty. These phones and radios are to be provided by the successful Bidder at no additional cost to the owner. The County will under no circumstances accept or pay for hours of service provided by a guard who does not have a functioning radio or cell phone while on duty.
- 2) All Tier 1 and Tier 2 Security officers will have an equipment belt supplied with a functioning pepper spray or mace-type tear gas canister and will be fully trained in its use and the use of force continuum.
- 3) All Tier 1 and Tier 2 Security officers will have an equipment belt supplied with a baton and will be fully trained in its use and in the use of force continuum.
- 4) In keeping with County standards, only the following weapon types will be acceptable for Tier 2 guards: 9MM, .38, .40, or .45 caliber, by the following manufacturers: Beretta, Colt, Glock, Sig Sauer, H & K or Smith and Wesson. The weapon must be carried in a triple retention holster. Ammunition must be hollow point issue only.
- 5) All Security officers will have an equipment belt supplied with a flashlight.

O. Log Books

- 1) The successful Bidder shall furnish the following logbooks: Check In/Check Out, Activity Report, and Incident Report. These log books shall be located at the designated security desk at each facility and shall be maintained by the security personnel. The successful Bidder shall be responsible for the creation, maintenance, and review of the logs. These log books will be forwarded to the Clark County Security Office on a weekly basis.
- 2) The Check In/Check Out Log Book shall include, at a minimum, the date; employees name, destination, and phone number; the check in and out time; and the security guard's name. This log shall be used to document when individuals are checking in and out on off-shifts, weekends, and holidays.
- 3) The Activity Report Log Book shall include, at a minimum, the date, shift, guards name, daily activity, time of activity, and any items that need to be documented that have been identified while the security guard is on duty. This log shall be used to document the activities that are being performed by each security guard while on duty.
- 4) The incident Report Log Book shall include, at a minimum, the date, time, and shift of incident occurrence; the guard's name; County personnel contacted; and a complete written report of the incident. This log shall be used to document the events that took place relative to a given incident. This log shall be used only to document situations that are unusual or out of the ordinary.

P. Instructions to Guards

If a situation occurs that requires a guard's services in a different patrol location, the instructions will be provided by the Marshals Division supervisory staff who may be contacted utilizing the Marshals Control Room during normal operational hours. The Regional Justice Center Control Room: (702) 671-4509. The Family Court Control Room: (702) 455-5309. The Marshals Division supervisory staff can be contacted after hours utilizing the provided Emergency Call List, to include the Chief Marshal/Security Director, Lieutenant, Sergeant, or designee.

Q. Facility Keys

Information on the distribution of keys for each facility shall be provided to the successful Bidder prior to the beginning of work. The successful Bidder shall be fully responsible for the protection of the keys furnished and shall be responsible to see that the building is properly locked and unlocked if such action is directed by the Owner. If the key(s) provided to the successful Bidder are lost or stolen, the Owner reserves the right to have the corresponding locks re-keyed and a sufficient amount of keys reissued to the Owner's personnel and the successful Bidder at the successful Bidders expense.

R. Card Keys

At certain facilities, the successful Bidder will be provided card keys for access to the building(s). If the badge is lost, the successful Bidder will pay the ten dollars (\$15) replacement fee. At certain posts, guards may be required to obtain picture identification badges. Failure to return issued badges when a guard leaves employment with the successful bidder can constitute grounds for voiding the contract.

S. Newspaper Deliveries

Some County facilities have newspapers delivered each morning. These deliveries generally take place between 3:00 AM and 6:00 AM daily.

T. Fire Alarm Procedures

In the event of a Fire Alarm, the guard should exit the building and contact the Marshals Division Supervisory staff utilizing the Facility Control Room during normal operating hours or the provided Emergency Call List, to include the Chief Marshal/Security Director, Lieutenant, Sergeant, or designee. The guard should stay a safe distance from the building and prevent anyone from entering, until emergency response or County staff arrives on the scene.

U. Miscellaneous Duties

The security guard may be asked to perform miscellaneous security duties on occasion. These duties shall be performed unless the duty would create a security risk to the current patrol area.

15. If a security guard has concerns about performing a miscellaneous duty, the supervisor should be contacted. The supervisor will then contact the Lt. and/or Sergeant on duty to further address the issue

16. WATCHMAN SYSTEM

Upon request by the Owner, the successful Bidder will provide a Watchman System at each location indicated by the Owner. The system will provide legible and comprehensive documentation of the time and date of patrol, location, and name of the officer performing the patrol. These systems will be furnished by the successful Bidder including, but not limited to, installation, maintenance, keys and equipment, recording media, etc. The Owner will have access to the system's documentation. Upon request at the Contract completion; the successful Bidder will remove the system leaving the building in its original condition at no additional cost to the Owner.

17. CHANGES IN JOB SPECIFICATIONS

The Owner reserves the right to make any desired changes in the job specifications, after the same is agreed upon by the successful Bidder. These changes, when furnished in writing, shall become a supplement to the contract.

18. ADDITION OR DELETION OF GUARDS

A. The Owner reserves the right to add or delete guards as necessary at the hourly rates specified on the Bid Proposal page. Medium to long-term changes with no tier changes will be accompanied by a new schedule and will be implemented within seven (7) days. New schedules with Tier changes will be implemented within fourteen (14) days. Short-term changes (such as a single day) will be accompanied by an 'Additional Service Request Form' and will be implemented with 72 hours.

B. Owner further reserves the right to add additional locations, hours as well as guards as the need arises.

C. The owner reserves the right to request replacement of any guard that does not comply with the Special Conditions and Technical Specifications found in this bid document.

19. SUPERVISION OF EMPLOYEES

The successful Bidder shall furnish, at his expense, all supervision required to ensure the necessary management of his personnel and the functions involved in the specifications. Supervisory personnel must be on duty 24 hours a day, 7 days a week and all holidays. The successful Bidder shall provide periodic audits of the performance of the personnel. These audits shall be documented in log form and shall include, at a minimum, the date of the audit, the time of the audit, the facility, personnel, the auditor, the location, and the audit findings, at no additional cost to Owner. Audits shall take place at least two times per month on random days at random times. The audit forms shall be available for Owner review upon request. Owner will perform additional audits it deems necessary. Supervisor is to be equipped with radio or cellular phone and shall respond when requested within one hour.

20. RESPONSIBILITY OF PERSON EMPLOYED BY CONTRACTOR

The successful Bidder shall assume responsibility for the action or inaction of its personnel. If the Owner incurs a loss due to the activities referenced in Technical Specification No. 1, due to the action or inaction of the security guard(s) on duty, the successful Bidder shall be responsible for either the Owner's insurance deductible or for the reimbursement of the cost of the loss including, but not limited to, equipment, property, wages, building re-keying, and building re-securing.

21. EMERGENCY SITUATIONS

In the event of emergency situations, the successful Bidder shall provide additional security personnel upon Owner request. The additional personnel shall be provided at the same hourly rate as specified on the Bid Proposal page. The successful Bidder will be put on call as required if the emergency situation is foreseen. The successful Bidder shall provide security personnel at the site(s) designated by the Owner within four (4) hours after receipt of the service request notification from the Owner. Instructions will be provided at the time of successful Bidder notification and at the time the security personnel arrive at the site(s) requested. Failure to provide additional security in the amount and time frame specified shall result in a penalty of \$25 per hour per guard.

EXHIBIT IV-1
HOURLY REQUIREMENT

REGIONAL JUSTICE CENTER

POST NAME	NUMBER OF OFFICER PER SHIFT	SECURITY SCHEDULE	OFFICER TYPE	WEEKLY HOURS	MONTHLY HOURS	ANNUAL HOURS
South Gate	1	24 hours a day, 7 days a week	Tier 1	168	672	8,736
North Gate	1	24 hours a day, 7 days a week	Tier 1	168	672	8,736
Loading Dock	1	M - F 0700 - 1800	Tier 1	55	220	2,860
Marriage Bureau	1	M - F 2100 - 0100 Sat & Sun 1600 - 0030	Tier 1	37	148	1,924
North Gate Bucket	1	M & T 0700 - 1400 W - F 0800 - 1400	Tier 1	32	128	1,664
Rover	1	24 hours a day, 7 days a week	Tier 2	168	672	8,736
North Gate Scanner	3	M-F 0630 - 1530	Tier 2	135	540	7,020
South Gate Scanner	2	M-F 0630 - 1530	Tier 2	70	280	3,640
TOTAL NUMBER OF HOURS				833	3,332	43,316

FAMILY COURT

POST NAME	NUMBER OF OFFICER PER SHIFT	SECURITY SCHEDULE	OFFICER TYPE	WEEKLY HOURS	MONTHLY HOURS	ANNUAL HOURS
Front Gate - Officer 1	1	24 hours a day, 7 days a week	Tier 1	168	672	8,736
Front Gate - Officer 2	1	M F 1800-0000	Tier 1	30	120	1,560
Front Gate - Officer 3	1	M-F 2300-0700, Sat & Sun 24 hrs a day	Tier 1	88	352	4,576
Back Door Employee Entrance	1	M-F 0700-1800	Tier 1	55	220	2,860
Rover	1	M-F 0730-1630	Tier 2	45	180	2,340
TOTAL NUMBER OF HOURS				386	1,544	20,072

CLARK COUNTY, NEVADA

V - BID FORM

BID NO. 603530-14

ANNUAL REQUIREMENTS CONTRACT AND PATROL SERVICE FOR COUNTY COURT LOCATIONS

Name of Firm

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

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

Item Number	Description	Estimated Annual Hours	x	Labor Rate per Hour	=	Extended Total
1	Tier 1	41,652	x	\$	=	\$
2	Tier 2	21,736	x	\$	=	\$
GRAND TOTAL (Lines 1 and 2)						\$

TERMS OF PAYMENT: _____ %, _____ Calendar Days.

PROJECT MANAGER AND BIDDER'S LOCAL FACILITY

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

PROJECT MANAGER OR ACCOUNT REPRESENTATIVE NAME

ADDRESS

CITY STATE, ZIP

PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

ATTACHMENTS TO BID FORM

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

- 1. **Attachment 2**, Subcontractor Information, is attached.

THE UNDERSIGNED BIDDER:

- 1. Upon faxed or mailed receipt notification letter of award the Contract, I will provide the following submittals within 10 days from receipt of the Notice:
 - a. Performance Bond for 33% of the Contract amount as required.
 - b. Certificates of insurance for Commercial General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, and workers' compensation insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, as required by law.

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

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

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

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

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

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

FOR INFORMATIONAL PURPOSES ONLY:

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

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

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

WOMEN OWNED BUSINESS ENTERPRISE (WBE):

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

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

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

SMALL BUSINESS ENTERPRISE (SBE):

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

VETERAN OWNED BUSINESS ENTERPRISE (VET):

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

DISABLED VETERAN OWNED BUSINESS ENTERPRISE (DVET):

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

EMERGING SMALL BUSINESS (ESB):

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

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**ATTACHMENT 1
BID NO. 603530-14
ANNUAL REQUIREMENTS CONTRACT AND PATROL SERVICE FOR COUNTY COURT LOCATIONS**

SUBCONTRACTOR INFORMATION

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

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

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

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

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

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

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

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

**ATTACHMENT 2
BID NO. 603530-14**

ANNUAL REQUIREMENTS CONTRACT AND PATROL SERVICE FOR COUNTY COURT LOCATIONS

INSURANCE REQUIREMENTS

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

1. FORMAT / TIME

SUCCESSFUL BIDDER shall provide COUNTY with Certificates of Insurance, per the sample format (page 3-4), for coverage as listed below, and endorsements affecting coverage required by this bid within **ten (10) business days** after the award by COUNTY. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of CONTRACT and any renewal periods.

2. BEST KEY RATING

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

3. COUNTY COVERAGE

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

4. ENDORSEMENT / CANCELLATION

SUCCESSFUL BIDDER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL BIDDER'S contractual obligation of additional insured to COUNTY. All policies must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status must be attached to any certificate of insurance.

5. DEDUCTIBLES

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

6. AGGREGATE LIMITS

If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **\$2,000,000**.

7. COMMERCIAL GENERAL LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by SUCCESSFUL BIDDER and **any auto** used for the performance of services under CONTRACT.

9. WORKERS' COMPENSATION

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

10. FAILURE TO MAINTAIN COVERAGE

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

11. ADDITIONAL INSURANCE

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

12. DAMAGES

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

13. COST

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

14. INSURANCE SUBMITTAL ADDRESS

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

15. INSURANCE FORM INSTRUCTIONS

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

1. Insurance Broker's name, complete address, contacts name, phone and fax numbers.
2. SUCCESSFUL BIDDER'S name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) General Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
 - (H) Policy Number
 - (I) Policy Effective Date
 - (J) Policy Expiration Date
 - (K) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Description: Bid Number 603530-14 and Annual Requirements Contract and Patrol Service for County Court Locations (must be identified on the initial insurance form and each renewal form).
8. Certificate Holder
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
9. Appointed Agent Signature to include license number and issuing state.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: _____

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

**ATTACHMENT 3
BID NO. 603530-14
ANNUAL REQUIREMENTS CONTRACT AND PATROL SERVICE FOR COUNTY COURT LOCATIONS**

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

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

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 603530-14, entitled Annual Requirements Contract and Patrol Service for County Court Locations;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature

State of Nevada)
)ss.
County of Clark)

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

Notary Signature

STAMP AND SEAL

ATTACHMENT 4

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS,

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

WHEREAS, said Contractor has been recommended for award and shall enter into CONTRACT with said COUNTY to perform all work required under the Bidding Schedule(s) **BID NO. 603530-14** of the COUNTY'S specifications, entitled **ANNUAL REQUIREMENTS CONTRACT AND PATROL SERVICE FOR COUNTY COURT LOCATIONS**.

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

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said CONTRACT, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said CONTRACT release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of CONTRACT is hereby waived by said Surety.

SIGNED this _____ day of _____, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____
(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

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

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

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

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

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

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

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 - Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 - Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For County Use Only:

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

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative