

CLARK COUNTY, NEVADA

INVITATION TO BID

BID NO. 603619-15

ANNUAL REQUIREMENTS CONTRACT FOR FIRE ALARM SYSTEMS MONITORING

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. 603619 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 **TUESDAY, MARCH 31, 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 Adriane Garcia, Sr. Purchasing Analyst, at (702) 455-2733 no later than **MONDAY, MARCH 30, 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 **FRIDAY, APRIL 10, 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.

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I – INSTRUCTION TO BIDDERS

BID NO. 603619-15

ANNUAL REQUIREMENTS CONTRACT FOR FIRE ALARM SYSTEMS MONITORING

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. **AHJ:** Authority Having Jurisdiction for building codes and permits.
- C. **BCC:** The Clark County Board of County Commissioners.
- D. **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.
- E. **Bid (COUNTY):** A competitive solicitation by COUNTY to procure goods or services in accordance with Nevada Revised Statutes (NRS) 332.
- F. **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.
- G. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- H. **Bidder(s):** A supplier who submits a bid to COUNTY.
- I. **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.
- J. **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.
- K. **COUNTY:** The term used throughout these documents to mean County of Clark, Nevada.
- L. **FACP:** Fire Alarm Control Panel
- M. **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.
- N. **Governing Body:** Used throughout these documents to mean the Clark County Board of Commissioners.
- O. **Modification:** Is defined as moving an existing unit or panel from one location to another based on the request of the Fire Department or Authority having jurisdiction for the building.
- P. **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.
- Q. **NFPA:** National Fire Protection Association
- R. **Purchasing Manager:** The Clark County Purchasing Manager or their designee responsible for the Purchasing and Contracts Division.
- S. **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.
- T. **Repair:** Is defined as fixing an existing unit or panel.

- U. **Rural:** Clark County has towns outside of the urban valley which include, but are not limited to: Laughlin, Moapa Valley, Sandy Valley, and Indian Springs.
- V. **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.
- W. **Urban:** This includes the contiguous urban Las Vegas Valley.

3. DESIGNATED CONTACTS

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

4. CONTACT WITH COUNTY DURING BIDDING PROCESS

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

5. PREBID CONFERENCE

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

6. ADDENDA AND INTERPRETATIONS

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

7. DOCUMENT REVIEW

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

8. PREPARATION OF FORMS

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

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

9. BID DOCUMENTS NECESSARY FOR SUBMITTAL

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

10. SUBCONTRACTOR INFORMATION

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

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

11. DESCRIPTIVE LITERATURE

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

12. PRODUCTS**New Product:**

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

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

13. BRAND NAMES "OR EQUAL"

Whenever, in this Invitation to Bid, any particular materials, process, or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, processor equipment desired and will be deemed to be followed by the words, "or equal." Proof satisfactory to COUNTY must be provided by SUCCESSFUL BIDDER to show that the alternative product is, in fact, equal to the product required in the specifications.

14. SUBSTITUTIONS

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

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

15. TEST MODELS

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

16. ORDER QUANTITIES AND UNIT PRICING

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

17. DISCOUNT TERMS OF PAYMENT

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

Examples:

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

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

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

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

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

18. 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.

19. 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.

20. BIDDER'S REPRESENTATION

Each Bidder by submitting their Bid represents that:

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

21. SUBMISSION OF BIDS

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

The following are detailed delivery/mailling instructions for bids:

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

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

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

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

22. 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.

23. 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).

24. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

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

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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 cashier's 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.

30. 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.

31. 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.

32. INITIAL TERM

The initial term of CONTRACT shall be from date of award through December 31, 2015.

33. CONTRACT RENEWAL

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

34. CONTRACT EXTENSION

COUNTY reserves the option to temporarily extend CONTRACT for up to two (2), ninety (90)calendar day extensions from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

35. INSURANCE

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

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

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

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

36. 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.

37. LIQUIDATED DAMAGES - INSURANCE SUBMITTAL

If SUCCESSFUL BIDDER does not provide the insurance or performance bond submittals on or before the 10th business day, SUCCESSFUL BIDDER will pay over to COUNTY the amount of \$100.00 per calendar day as liquidated damages. If SUCCESSFUL BIDDER does not keep the insurance policy or performance bond in effect or allows them to lapse, SUCCESSFUL BIDDER will pay over to COUNTY the amount of \$100.00 per calendar day as liquidated damages.

38. OPERATIONAL SYSTEMS

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

39. ADDITIONAL BUILDINGS, FACILITIES OR EQUIPMENT

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

40. 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.

41. COOPERATION BY SUCCESSFUL BIDDER(S)

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

42. PRICE ADJUSTMENT REQUESTS

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

Consumer Price Index (CPI): All Urban Consumers, U.S. city average. Series ID: CUUR0000SA0 will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI change or three (3) percent for an increase or decrease.

- Suitable Proof:

Print-out of CPI index and calculated increase

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

- Fixed Price:

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

- Multiple Line Items

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

43. 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. 603619-15

ANNUAL REQUIREMENTS CONTRACT FOR FIRE ALARM SYSTEMS MONITORING

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. 603619-15

ANNUAL REQUIREMENTS CONTRACT FOR FIRE ALARM SYSTEMS MONITORING

Clark County has over 600 buildings and facilities it maintains. Some of the buildings are 24/7 facilities which house children such as the Child Haven; others are the Clark County seat for elected officials or the courts building housing multiple jurisdictions. It is critical that all fire alarm system signals be monitored and proper response initiated 24 hours per day, 7 days per week and that any necessary repairs or modifications are made in a timely manner.

1. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

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

- A. SUCCESSFUL BIDDER shall designate a Project Manager to provide contract management and oversight. Provide name, phone number and e-mail address of Project Manager. Should another Project Manager be assigned during the term of this CONTRACT, it is SUCCESSFUL BIDDER'S responsibility to notify COUNTY, in writing, within ten (10) calendar days of the change;
- B. Copies of (industry standard) certification for SUCCESSFUL BIDDERS' employees assigned to perform services on COUNTY'S equipment or property. Any new employee hired by SUCCESSFUL BIDDER, shall be required to submit to COUNTY, copies of above mentioned certificates prior to working on COUNTY'S equipment or property;
- C. Copies of all certificates of factory or in-house training classes for SUCCESSFUL BIDDER'S employees assigned to perform services on COUNTY'S equipment or property;
- D. Provide documentation to prove per NFPA 72, SUCCESSFUL BIDDER is an approved supervising station;
- E. Provide Underwriters Laboratories Inc. (UL) Certificate of Compliance to prove SUCCESSFUL BIDDER is an owner/operator without leased lines;
- F. Address and contact information of local factory authorized station or representative;
- G. Name, address and phone number of three (3) firms, including government agencies, in the Las Vegas, Nevada area for which SUCCESSFUL BIDDER is currently performing for or has performed services in like kind to those specified in this Bid;
- H. Completed "Disclosure of Ownership" form; and
- I. 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

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

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

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

After the Records Check has been given to COUNTY'S representative for review and has been approved by COUNTY, SUCCESSFUL BIDDER shall be responsible for supplying all personnel accessing COUNTY'S facilities, with a Clark County Supplier Identification Badge, which shall be worn in a visible place on the person at all times when on COUNTY'S property. Some facilities may require SUCCESSFUL BIDDER'S employees to swipe their badges for access. SUCCESSFUL BIDDER shall be responsible for obtaining new Record Checks and Clark County Supplier Identification Badge(s) for any new employee that will be assigned to accessing COUNTY'S facilities. The same protocol for approval applies. SUCCESSFUL BIDDER'S employees no longer assigned to perform services shall surrender their identification badge for immediate return to COUNTY for deactivation. SUCCESSFUL BIDDER shall be responsible for all fees associated with obtaining the badges and record checks.

Clark County Supplier Identification badges and access cards remain the property of Clark County. Each is separately issued to an individual and cannot be shared or transferred. Misuse of identification and access cards may be cause for termination of CONTRACT.

Clark County Supplier Identification Badge is valid for only one (1) year from date of issue. SUCCESSFUL BIDDER'S employees shall contact designated representative to coordinate SCOPE and NCIC background checks and for Supplier Badge issuance annually.

SUCCESSFUL BIDDER'S employees will not be allowed entry into COUNTY'S facilities with an expired Supplier Identification Badge.

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

4. SERVICE PROVIDER REQUIREMENTS

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

B. SUCCESSFUL BIDDER'S field service employees assigned to perform under CONTRACT must have at least five (5) years of experience. Replacement employees must also meet the five (5) years of experience qualification unless SUCCESSFUL BIDDER receives a waiver in writing from COUNTY to approve an employee with less than five (5) years of experience;

5. LOCAL FACILITY

A. Service Station

SUCCESSFUL BIDDER shall maintain a local service station. The station shall be capable of (servicing, repairing and installing component parts, troubleshooting, repairing and maintaining) SUCCESSFUL BIDDER'S equipment, to be verified by COUNTY'S representative. Non-compliance with this Section may result in termination of CONTRACT. SUCCESSFUL BIDDER must be an owner / operator of a licensed NFPA 72 certified station, no leased lines.

6. FAILURE TO DELIVER

In the event that SUCCESSFUL BIDDER fails to deliver the product or service in accordance with the terms and conditions of CONTRACT, COUNTY shall have the option to either terminate CONTRACT or temporarily procure the product or service from another supplier. If the product or service is procured from another supplier, SUCCESSFUL BIDDER shall pay to COUNTY any difference between the bid price and the price paid to the other supplier. Any loss of monitoring capability caused by SUCCESSFUL BIDDER that requires fire watch in a facility shall be the financial responsibility if SUCCESSFUL BIDDER.

7. DAMAGED OR DEFECTIVE PRODUCTS

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

8. HOURS OF SERVICE

A. Monitoring Services shall be provided on a continual basis twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.

B. Testing, Inspection and repair of fire monitoring systems shall be serviced Monday through Friday, 6:00 a.m. through 5:00 p.m., PST, excluding holidays.

9. TIME AND MATERIAL SERVICES

All permitting fees required for the change-over of monitoring services will be billed from the time and materials line item and shall not be reflected in SUCCESSFUL BIDDER'S monthly unit costs.

All Invoices for repairs and call out services shall be for actual time only. No minimum billing times for labor or travel time shall be allowed.

All invoices reflecting labor for call out services or repairs shall be prorated to the nearest fifteen (15) minute increment.

Materials are to be billed at cost plus not to exceed ten (10) percent. Invoices shall reflect the breakout of labor and SUCCESSFUL BIDDER'S cost for material plus allowable percentage mark up.

All labor rates shall be reflective of services rendered in the contiguous Las Vegas Valley area. For services required outside of the Las Vegas Valley area, billing shall be reflective of actual time billed at the hourly rates contained herein plus mileage.

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

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

10. 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.

11. 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.

12. 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.

13. SUPPLIER'S STOCK

SUCCESSFUL BIDDER shall agree to have all major component replacement parts readily available within twenty-four (24) hours of request or need.

14. SAFETY REQUIREMENTS

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

15. RESPONSIBILITY FOR WORK SECURITY

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

16. 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.

17. 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.

18. KEYS / ACCESS CARDS

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

19. 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.

20. PERFORMANCE REQUIREMENTS

- A. COUNTY considers SUCCESSFUL BIDDER to be an expert in the local, state and federal laws, regulations and codes applicable to the services described herein. When, in the opinion of SUCCESSFUL BIDDER, COUNTY is not in compliance with applicable laws, regulations, or codes, SUCCESSFUL BIDDER shall immediately notify COUNTY and make recommendations to bring the buildings, facilities or equipment up to standard. Furthermore the laws, regulations, and codes are to be recognized as a minimum allowable standard of such;
- B. SUCCESSFUL BIDDER shall monitor all signals from various fire alarm panels throughout Clark County. SUCCESSFUL BIDDER shall monitor individual points from UDACT fire systems when applicable. SUCCESSFUL BIDDER shall have the ability to dispatch a guard/runner 24/7 to investigate unverified alarm signals. Guard shall be dispatched if monitoring station is unable to contact COUNTY. Upon arrival to premise guard shall walk the perimeter of the building checking for smoke/fire or water flowing;
- C. SUCCESSFUL BIDDER shall test, and inspect COUNTY'S fire monitoring systems. All systems shall be maintained in accordance with manufacturer's specifications, NFPA, Nevada State Fire Marshal, local AHJ regulations and recognized industry standards at all times; and
- D. All services performed, parts or material installed equipment used in the performance of services under CONTRACT shall be subject to inspection and testing by COUNTY to insure compliance with CONTRACT and industry standard. SUCCESSFUL BIDDER shall not charge processing fee for any warranty related work.

Any services performed that are deemed by COUNTY not in conformity with the specifications of CONTRACT or industry standard shall require SUCCESSFUL BIDDER to perform services again within seventy-two (72) at no additional cost to COUNTY. Consistent sub-standard performance or quality of work may result in the termination of CONTRACT. Consistent sub-standard performance or lack of adherence to safety standards shall result in the permanent removal of SUCCESSFUL BIDDER'S employees from performing work on COUNTY'S property.

21. PERFORMANCE STANDARDS

If any services performed are deemed not in conformity with the specifications and requirements of this CONTRACT, COUNTY shall have the right to require SUCCESSFUL BIDDER to perform the services again in conformity with said specifications and requirements at no additional cost to COUNTY.

22. NORMAL RESPONSE TIME

Response time to be on site, for call-out or call-back services in the Las Vegas Valley area shall be within two (2) hours from the time that COUNTY'S designated representative calls the 24-hour service, Monday through Friday 6:00 a.m. through 5:00 p.m., PST. The response time for rural areas shall be four (4) hours from the time designated representative calls the 24-hour service, Monday through Friday 6:00 a.m. through 5:00 p.m., PST. If requested at time of call out or call back, SUCCESSFUL BIDDER'S representative shall provide an estimated time of arrival to COUNTY'S designated representative.

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

23. EMERGENCY SERVICES AND REPAIRS

- A. Repair call-out services shall be available on a twenty-four (24) hour basis. SUCCESSFUL BIDDER shall maintain the staff required to respond to multiple call-outs, if required.

- B. SUCCESSFUL BIDDER shall have twenty-four (24) hours per day, seven (7) days per week, 365 days a year and an answering service capable of immediate dispatch of field employees. SUCCESSFUL BIDDER'S representative shall contact COUNTY'S designated representative within thirty (30) minutes to acknowledge receipt of emergency call back.
- C. SUCCESSFUL BIDDER shall maintain the necessary inventory of parts and materials required to meet the performance timeframes of CONTRACT. All invoices for repair services shall have a breakout for labor and materials costs separately.
- D. SUCCESSFUL BIDDER shall complete service calls or repairs within twenty-four (24) hours after being notified by COUNTY that a building or facility requires service. If service call or repair cannot be completed within twenty-four (24) hours, SUCCESSFUL BIDDER shall notify COUNTY in writing to include estimated time of completion. In these instances, COUNTY reserves the right to procure services from another Supplier. Any additional costs incurred by COUNTY above and beyond SUCCESSFUL BIDDER'S price will be credited to COUNTY on SUCCESSFUL BIDDER'S next invoice.
- E. SUCCESSFUL BIDDER shall ensure that should service call or repair not be completed in a timely manner, SUCCESSFUL BIDDER shall secure the building or facility until such a time as repair / services can be completed. At all times, SUCCESSFUL BIDDER shall notify COUNTY'S representative prior to leaving COUNTY'S premises of actions taken.
24. BUILDING SECURITY
SUCCESSFUL BIDDER shall be responsible for securing all buildings, offices, and facilities at the time of their service. Failure to comply shall make SUCCESSFUL BIDDER responsible for all losses of COUNTY property.
25. ENFORCEMENT OF "LOCK-DOOR" POLICY
All locked doors are to remain locked at all times. SUCCESSFUL BIDDER'S employees are not allowed to open any doors for anyone.
26. CORRECT USE OF ALARM SYSTEM
At the time the alarm codes are furnished to SUCCESSFUL BIDDER, COUNTY will give instructions to SUCCESSFUL BIDDER as to the proper use and procedures of the alarm system. After that time, SUCCESSFUL BIDDER shall be responsible for the proper utilization of the alarm system during the time they are performing any after-hours services. In the event the alarm is activated through the negligence of SUCCESSFUL BIDDER, any charges billed to COUNTY for the false alarm shall be charged back to SUCCESSFUL BIDDER in the form of a credit against their monthly invoice.
27. PROTECTION OF KEYS AND ALARM CODES
One set of keys will be provided to SUCCESSFUL BIDDER by COUNTY. SUCCESSFUL BIDDER shall be fully responsible for the protection of keys and alarm codes. If services at the site are performed after hours, SUCCESSFUL BIDDER shall be responsible for properly locking the building and to properly set the alarm system.

COUNTY must be notified immediately upon the termination for any reason of an employee performing work under CONTRACT. Should the set of keys allotted to SUCCESSFUL BIDDER become lost or stolen, or otherwise compromised, SUCCESSFUL BIDDER shall notify COUNTY immediately. COUNTY reserves the right to have the corresponding locks re-keyed and the alarm codes changed at SUCCESSFUL BIDDER'S expense.
28. INVOICING REQUIREMENT
This Bid may represent the requirements from numerous COUNTY departments. Each using department will issue individual Purchase Orders dictating contact information and any additional invoicing requirements. All Purchase Orders sent to SUCCESSFUL BIDDER will identify the department or division for which supplies and services are required and list the location where associated invoices shall be sent.

SUCCESSFUL BIDDER shall comply with the invoice requirements contained in the General Conditions of this bid. SUCCESSFUL BIDDER shall be aware that per NRS 244.250, COUNTY is precluded from payment of invoices submitted beyond six (6) months from the date SUCCESSFUL BIDDER performs the services.
29. ANNUAL INVENTORY LIST
An inventory list of all monitoring equipment shall be provided to COUNTY at the end of the first year of CONTRACT and submitted annually thereafter. This list shall include the type of monitoring panel and primary and secondary phone line numbers, if applicable.
30. SUCCESSFUL BIDDER QUALITY CONTROL PROGRAM
SUCCESSFUL BIDDER shall establish a complete Quality Control Program (QCP) to ensure the requirements of CONTRACT are provided as specified. SUCCESSFUL BIDDER shall provide a copy of their QCP to COUNTY at CONTRACT kick-off meeting. The QCP shall be a system for identifying and correcting deficiencies in the quality of service, before the level of performance becomes unacceptable or COUNTY points out the deficiencies. The program shall include but not be limited to the following:

- A. An inspection system which is tailored to the specific facility being serviced and which covers all services stated in CONTRACT. Include the name of each management individual who will perform the inspections. It is not permissible for the person who performs the work to inspect and accept that work. SUCCESSFUL BIDDER and their employees, who will complete inspections, shall be identified by title and type of inspection each is authorized to perform;
- B. A local file of all inspections conducted by SUCCESSFUL BIDDER and the corrective action taken. This documentation shall be made available to COUNTY monthly during the terms of CONTRACT. COUNTY may compare inspections performed by SUCCESSFUL BIDDER'S inspectors against actual conditions which exist at that point in time; and
- C. Failure by SUCCESSFUL BIDDER to implement the approved plan and pursue it diligently from the commencement of CONTRACT may result in termination of CONTRACT.

31. INSPECTION OF EQUIPMENT USED

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

32. ANNUAL CONTRACT CLOSE-OUT PROCEDURE

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

- A. Review all outstanding orders, back orders and damaged product returns as well as all current usage reports and existing inventory (if applicable); and
- B. Compile a "punch list" of items to be completed and supply a typewritten copy to SUCCESSFUL BIDDER.

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

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

33. THIRD PARTY INSPECTIONS

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

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

34. 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.

35. LIQUIDATED DAMAGES - COMPLETION OF CONTRACT

In case of failure on the part of the SUCCESSFUL BIDDER to deliver the product or service within the time specified, or with such additional time as may be granted by the formal action of COUNTY, SUCCESSFUL BIDDER shall pay to COUNTY, as liquidated damages, \$100.00 per calendar day. This sum shall be considered as reimbursement, in part, to COUNTY for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from SUCCESSFUL BIDDER or billed to SUCCESSFUL BIDDER directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

36. CONTRACT PERFORMANCE CUSTOMER SURVEY

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

37. AIR POLLUTION

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

38. STORAGE OF MATERIALS

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

39. CLEANING UP

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

IV - SERVICE SPECIFICATIONS

BID NO. 603619-15

ANNUAL REQUIREMENTS CONTRACT FOR FIRE ALARM SYSTEMS MONITORING

COUNTY has 101 monitored fire systems of which 85% have an onboard UDACT transmitting signals via phone lines to a Central Station. The remaining systems where UDACT and / or analog phone lines are not available, SUCCESSFUL BIDDER shall be responsible furnishing a monitoring panel which will remain the sole property and responsibility of SUCCESSFUL BIDDER.

1. OWNERSHIP OF SYSTEM AND EQUIPMENT

- A. COUNTY acknowledges that some of the fire monitoring systems, will be furnished by SUCCESSFUL BIDDER and installed in COUNTY'S premises, including all components, devices, connections and any other materials associated therewith, is and shall at all times remain the property of SUCCESSFUL BIDDER and any repairs required to these systems shall be the responsibility of SUCCESSFUL BIDDER and all service and repairs will be at no additional cost to COUNTY.
- B. COUNTY agrees that it will not damage, encumber or dispose of the system or any part thereof, or permit such property to be damaged, encumbered or taken from the premises, and not to be tampered with or repaired by anyone other than the authorized agents of SUCCESSFUL BIDDER. In the event of loss or damage to the system or equipment caused by COUNTY. COUNTY agrees to pay SUCCESSFUL BIDDER the value of the damaged system or portion of the equipment furnished by SUCCESSFUL BIDDER as set forth herein, subject to budgeted appropriations for the services.

2. FIRE MONITORING SYSTEMS

- A. DAILY TEST TIMER
Each system will communicate daily to the Central Station, if no communication is received, SUCCESSFUL BIDDER immediately email COUNTY'S Fire Life Safety Office at firelifesafety@clarkcountynv.gov – if signal is not received within 24 hours SUCCESSFUL BIDDER shall contact COUNTY.
- B. ANNUAL INSPECTIONS / TESTING
Each system will be tested / inspected annually in conjunction with COUNTY'S current Fire Alarm / Fire Sprinkler SUCCESSFUL BIDDER'S system inspections. All applicable signals, i.e., General Alarm, General Trouble, Waterflow and Supervisory will be verified from the to the Central Station. Under no circumstances shall SUCCESSFUL BIDDER touch and/or handle any part of COUNTY'S fire alarm or fire sprinkler system.
COUNTY will provide SUCCESSFUL BIDDER with an Inspection Schedule (45) forty-five days prior to when an annual inspection is to occur. COUNTY will select the buildings to be inspected annually, on a quarterly rotation basis. SUCCESSFUL BIDDER shall be responsible to make sure qualified employees are at the Inspection Site on the scheduled date ready to conduct an Inspection.
- C. DISCREPANCIES / RECOMMENDATIONS
All inspections discrepancies / recommendations shall be captured in the Inspection Testing Report.
- D. PROCEDURES FOR SIGNALS RECEIVED
When a general alarm, general trouble, waterflow, supervisory or loss of communication occurs in any of COUNTY'S buildings, the following procedures shall take place:
 - 1. General Alarm and Waterflow Signals
Contact the following:
 - A. Fire Department
 - B. Premise
 - C. RPM Operations Work Order Control Desk at 702-455-8580
Monday-Friday 7:00 AM to 5:00 PM, PST
 - D. Clark County Security at 702-455-5911
Monday through Friday 5:01 PM to 6:59 AM, PST and Saturdays and Sundays as specified.
 - E. All signals received shall be emailed at time of incident to COUNTY'S fire/life safety shop at firelifesafety@clarkcountynv.gov
 - F. General Trouble, Supervisory, and Loss of Communication signals and loss of power Contact the following:
 - 1. SUCCESSFUL BIDDER shall be responsible for SUCCESSFUL BIDDER owned monitoring panels, replacing the battery(s) within twenty-four (24)-hours of receipt of a low battery signal. COUNTY does not need to be notified of radio low battery signals.

3. SERVICE, REPAIR, MODIFICATION AND ADDITIONS (RADIO PANELS)

SUCCESSFUL BIDDER shall replace worn or defective parts, components and batteries of the systems owned by SUCCESSFUL BIDDER as necessary. Parts or components must be the same quality as the original manufacturer. This work includes all labor, tools, material, equipment and incidentals for the successful completion of the work indicated herein and shall be made at SUCCESSFUL BIDDER'S expense.

4. INSPECTION / TESTING REPORT

- A. A permanent record of all inspections and testing shall be provided and distributed as follows:
1. Scanned copy of inspection report shall be emailed to firelifesafety@clarkcountynv.gov upon completion of inspection.
 2. If major systems' discrepancies are discovered and such discrepancies will cause disruption in service to COUNTY'S buildings or facilities. SUCCESSFUL BIDDER shall notify RPM Operations Work Order Control Desk at (702)-455-8580 and provide details of incident. If system discrepancies are discovered that will not cause disruption in service, SUCCESSFUL BIDDER shall email notification to firelifesafety@co.clark.nv.us within twenty-four (24) hours.
- B. The information listed below shall be included on each report:
1. Date;
 2. Test frequency;
 3. Name and address of location;
 4. Work order number, as provided by COUNTY;
 5. Name of person(s) performing inspection;
 6. Any discrepancies in system functionality. All recommendations for system changes must be listed separately from discrepancies; and
 7. System status upon arrival and departure.

5. PERMITTING FEES

All fees for the permitting of facilities in the initial contract term shall be reimbursable for actual cost from Line Item No. 102 on the Bid Form. These costs should not be reflected in SUCCESSFUL BIDDER'S monthly monitoring costs listed in the Bid Form.

6. FACILITY LIST

The Bid Form of this CONTRACT is a comprehensive list of the facilities covered by this CONTRACT. COUNTY reserves the right to modify or change the name of any facility contained in herein without voiding the facility's coverage under the CONTRACT. COUNTY will notify SUCCESSFUL BIDDER of any facility name changes within ten (10) calendar days.

7. FACILITIES WITHOUT UDACT AND / OR ANALOG PHONE LINES

The following facilities do not have UDACT and / or analog phone lines available and therefore will require the installation and rental of SUCCESSFUL BIDDER'S monitoring panel. The cost for installation shall be billed as time and material in accordance with the labor rates and material mark-up allowances listed in the Bid Form. The rental cost of this equipment should be incorporated into SUCCESSFUL BIDDER'S monthly monitoring costs for each respective facility listed in the Bid Form.

Line Item No. 1 Automotive Stephanie
 Line Item No. 2 Brandy Warehouse
 Line Item No. 3 Bridger Building
 Line Item No. 8 CCSP Hunter Education # 6
 Line Item No. 9 CCSP Maintenance # 2
 Line Item No. 10 CCSP Pistol Rifle # 8
 Line Item No. 11 CCSP Ranger Office # 10
 Line Item No. 12 CCSP Shotgun # 4
 Line Item No. 29 Detention Halfway House
 Line Item No. 32 Elections Warehouse
 Line Item No. 34 Fire Station # 15
 Line Item No. 33 Fire Station # 19
 Line Item No. 36 Fire Station # 20
 Line Item No. 37 Fire Station # 22
 Line Item No. 38 Fire Station # 29
 Line Item No. 39 Fire Station # 31
 Line Item No. 40 Fire Station # 33
 Line Item No. 41 Fire Station # 66
 Line Item No. 42 Fire Station # 76
 Line Item No. 43 Fire Station # 84 CalNevAri
 Line Item No. 57 Heritage Museum
 Line Item No. 65 Laughlin Community Aquatic Center
 Line Item No. 66 Logandale Fair
 Line Item No. 69 Mountain Crest
 Line Item No. 79 Public Admin. Warehouse
 Line Item No. 81 Public Works Welding Shop
 Line Item No. 82 Risk Management Hazmat Storage # 1
 Line Item No. 83 Risk Management Hazmat Storage # 2

CLARK COUNTY, NEVADA

V - BID FORM

BID NO. 603619-15

ANNUAL REQUIREMENTS CONTRACT FOR FIRE ALARM SYSTEMS MONITORING

Name of Firm

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

Item No.	Facility Name	Facility Address	Monthly Unit Cost		Frequency		Extended Total
1.	Automotive Stephanie	4241 Stephanie St.	\$	x	12	=	\$
2.	Brandy Warehouse	3550 Harmon Ave.	\$	x	12	=	\$
3.	Bridger Building	225 E. Bridger Ave.	\$	x	12	=	\$
4.	Building Department Auto Shop	4701 W. Russell Rd.-Adjacent	\$	x	12	=	\$
5.	Building Department Russell Cameron	4701 W. Russell Rd.	\$	x	12	=	\$
6.	Cambridge Community Resource Center	3900 Cambridge St.	\$	x	12	=	\$
7.	Cambridge Senior/Youth Center	3930 Cambridge St.	\$	x	12	=	\$
8.	CCSP - Hunter Education #6	11357 N. Decatur	\$	x	12	=	\$
9.	CCSP - Maintenance #2	11357 N. Decatur	\$	x	12	=	\$
10.	CCSP - Pistol Rifle #8	11357 N. Decatur	\$	x	12	=	\$
11.	CCSP - Ranger Office #1	11357 N. Decatur	\$	x	12	=	\$
12.	CCSP - Shotgun #4	11357 N. Decatur	\$	x	12	=	\$
13.	CH-- Advocacy Center 701-K	701 N. Pecos Rd.	\$	x	12	=	\$
14.	CH--Agassi Center 701-A	701 N. Pecos Rd.	\$	x	12	=	\$
15.	CH--Alchu Cottage 701-D	701 N. Pecos Rd.	\$	x	12	=	\$
16.	CH--Beazer Cottage 701-B	701 N, Pecos Rd.	\$	x	12	=	\$
17.	CH--Bigelow Cottage 701-F	701 N. Pecos Rd.	\$	x	12	=	\$
18.	CH--Howard Cottage 701-E	701 N. Pecos Rd.	\$	x	12	=	\$
19.	CH--Mirage Cottage 701-M	701 N. Pecos Rd.	\$	x	12	=	\$
20.	CH--O'Bannon 701-H	701 N. Pecos Rd.	\$	x	12	=	\$

Item No.	Facility Name	Facility Address	Monthly Unit Cost		Frequency		Extended Total
21.	CH-Recreation 701-G	701 N. Pecos Rd.	\$	x	12	=	\$
22.	CH-- Sheri Nork Cottage 701-C	701 N. Pecos Rd.	\$	x	12	=	\$
23.	CH--Spec Needs Agassi Cottage 701-L	701 N. Pecos Rd.	\$	x	12	=	\$
24.	Clark Place Building	301 E. Clark	\$	x	12	=	\$
25.	Cora Coleman Senior Center	2100 Bonnie Ln.	\$	x	12	=	\$
26.	Coroner's Office	1704 Pinto Ln.	\$	x	12	=	\$
27.	County Parking Garage	300 S. Casino Center	\$	x	12	=	\$
28.	Desert Breeze Community Center	8275 W. Spring Mountain Rd.	\$	x	12	=	\$
29.	Detention Halfway House	520 30th St.	\$	x	12	=	\$
30.	Detention North Valley Complex	4900 Sloan Ln.	\$	x	12	=	\$
31.	Dr. William U. Pearson Community Center	1625 W. Carey	\$	x	12	=	\$
32.	Elections Warehouse	965 Trade Dr.	\$	x	12	=	\$
33.	Enterprise Health Care & Dental Center	1700 Wheeler Peak Dr.	\$	x	12	=	\$
34.	Fire Station #15	3480 S. Valley View	\$	x	12	=	\$
35.	Fire Station 19	5575 Spencer St.	\$	x	12	=	\$
36.	Fire Station #20	5865 Judson Ave.	\$	x	12	=	\$
37.	Fire Station # 22	6745 Flamingo Rd.	\$	x	12	=	\$
38.	Fire Station #29	7530 Paradise Rd.	\$	x	12	=	\$
39.	Fire Station #31	2190 Hollywood	\$	x	12	=	\$
40.	Fire Station #33	865 Desert Inn Rd.	\$	x	12	=	\$
41.	Fire Station #66	7929 Mountain Edge Pkwy.	\$	x	12	=	\$
42.	Fire Station #76	50 Laughlin Civic Dr.	\$	x	12	=	\$
43.	Fire Station # 84 CalNevAri	5 Apache Rd.	\$	x	12	=	\$

Item No.	Facility Name	Facility Address	Monthly Unit Cost		Frequency		Extended Total
44.	Frias Park Maintenance	5250 Tropicana Ave.	\$	x	12	=	\$
45.	FYS--Addeliar D Guy, (North) Building 601-B	601 N. Pecos Rd.	\$	x	12	=	\$
46.	FYS--Admin Building A	601 N. Pecos Rd.	\$	x	12	=	\$
47.	FYS--Central Plant 651-H	651 N. Pecos Rd.	\$	x	12	=	\$
48.	FYS--Detention Cottage 651-E-1	651 N. Pecos Rd.	\$	x	12	=	\$
49.	FYS--Detention Cottage 651-E-2	651 N. Pecos Rd.	\$	x	12	=	\$
50.	FYS--Detention Cottage 651-E-3	651 N. Pecos Rd.	\$	x	12	=	\$
51.	FYS--Detention Cottage 651-E-4	651 N. Pecos Rd.	\$	x	12	=	\$
52.	FYS--Detention Cottage 651-E-5	651 N. Pecos Rd.	\$	x	12	=	\$
53.	FYS--Detention Gym 651-J	651 N. Pecos Rd.	\$	x	12	=	\$
54.	FYS--Detention Zenoff Hall 651-I	651 N. Pecos Rd.	\$	x	12	=	\$
55.	FYS--Family Courts Building 601-C	601 N. Pecos Rd.	\$	x	12	=	\$
56.	Helen Myer Community Center	4525 New Forrest Dr.	\$	x	12	=	\$
57.	Heritage Museum Exhibit Bldg.	1830 S. Boulder Hwy.	\$	x	12	=	\$
58.	Hollywood Park Aquatics Center	1550 Hollywood Blvd.	\$	x	12	=	\$
59.	Hollywood Rec and Community Center	1650 S. Hollywood	\$	x	12	=	\$
60.	IT Center	1670 Pinto Ln.	\$	x	12	=	\$
61.	Justice Court Bunkerville	190 W. Virgin St.	\$	x	12	=	\$
62.	Justice Court Goodsprings Metro	23120 Las Vegas Blvd.	\$	x	12	=	\$
63.	Justice Court Searchlight	1090 Cottonwood Cove Rd.	\$	x	12	=	\$
64.	Laughlin Community Resource Center	55 E. Laughlin Civic Way	\$	x	12	=	\$

Item No.	Facility Name	Facility Address	Monthly Unit Cost		Frequency		Extended Total
65.	Laughlin Community Aquatic Center	3790 James Bilbray Pkwy.	\$	x	12	=	\$
66.	Logandale Fair Small Animal Wayne Newton	1301 Whipple Ave.	\$	x	12	=	\$
67.	Moapa Recreation Center	1340 State Hwy. 168	\$	x	12	=	\$
68.	Moapa Valley Senior Center	325 N. Cooper	\$	x	12	=	\$
69.	Mountain Crest Neighborhood Service Center	4701 N. Durango Dr.	\$	x	12	=	\$
70.	NLV--Community Resource Center FYS Bldg C	2424 Martin L King Blvd.	\$	x	12	=	\$
71.	NLV--Community Resource Center Social Services Bldg D	2432 Martin L King Blvd.	\$	x	12	=	\$
72.	NLV--Community Resource Justice Center Bldg A	2428 Martin L King Blvd.	\$	x	12	=	\$
73.	NLV--Community Resource Senior Center Bldg B	2420 Martin L King Blvd.	\$	x	12	=	\$
74.	Parkdale Recreation Center	3200 Ferndale St.	\$	x	12	=	\$
75.	Parkdale Senior Center	3200 Ferndale St.	\$	x	12	=	\$
76.	Paradise Park Recreation Center	4775 McLeod	\$	x	12	=	\$
77.	Parks & Rec Stephanie Maintenance Operating	4325 Stephanie St.	\$	x	12	=	\$
78.	Phoenix Building	330 S. Third St.	\$	x	12	=	\$
79.	Public Admin. Warehouse	1700 Kenyon Ln.	\$	x	12	=	\$
80.	Public Works Surveyors	3675 W. Harmon Ave.	\$	x	12	=	\$
81.	Public Works Welding Shop	5825 E. Flamingo Rd.	\$	x	12	=	\$
82.	Risk Management Hazmat Storage #1	4324 Stephanie St.	\$	x	12	=	\$
83.	Risk Management Hazmat Storage #2	4324 Stephanie St.	\$	x	12	=	\$
84.	Robert (Bob) Price Recreation Center	2050 Bonnie Ln.	\$	x	12	=	\$

Item No.	Facility Name	Facility Address	Monthly Unit Cost		Frequency		Extended Total
85.	Sandy Valley Community Center	650 Quartz Ave.	\$	x	12	=	\$
86.	Sandy Valley Senior Center	690 Quartz Ave.	\$	x	12	=	\$
87.	Searchlight Community Center	300 N. Michael Wendell Way	\$	x	12	=	\$
88.	SMYC - Cafeteria	2400 Angel Peak Pl. 89124	\$	x	12	=	\$
89.	SMYC - Central Plant	2400 Angel Peak Pl. 89124	\$	x	12	=	\$
90.	Social Services Pinto Lane	1600 Pinto Ln.	\$	x	12	=	\$
91.	Spirit Mountain Activity Center	1975 Arie Ave.	\$	x	12	=	\$
92.	Sunset Park Administration Building	2601 E. Sunset Rd.	\$	x	12	=	\$
93.	Sunset Park Maintenance	2601 E. Sunset Rd.	\$	x	12	=	\$
94.	Third Street Building	309 S. Third St.	\$	x	12	=	\$
95.	Walnut Cecil Aquatic	3085 N. Walnut	\$	x	12	=	\$
96.	Walnut Cecil Recreation Center	3075 N. Walnut	\$	x	12	=	\$
97.	West Flamingo Senior Center	6255 W. Flamingo Rd.	\$	x	12	=	\$
98.	Wetlands Park Maintenance Building	7050 Wetlands Park Ln.	\$	x	12	=	\$
99.	Wetlands Park Nature Center	7050 Wetlands Park Ln.	\$	x	12	=	\$
100.	Whitney Community Center	5712 E. Missouri	\$	x	12	=	\$
101.	Winchester Cultural Center	3130 S. McLeod Dr.	\$	x	12	=	\$

Additional Services Outside of Monitoring:			
Line Item No.	Description	Unit Cost	Extended Total
102.	Reimbursement of permitting fees for the change-over of services. Available for initial contract term only.		\$46,000.00
103.	Repairs: All materials shall be billed at a not to exceed 15% above cost rate.		\$25,000.00
104.	Fire Alarm Technician Straight Time Monday-Friday 6:00 a.m.-5:00 p.m. PST (8 hours within this time)	\$_____ per hour x 1	\$
105.	Fire Alarm Technician Overtime Monday – Friday 5:01 p.m.-5:59 a.m. PST and Saturdays	\$_____ per hour x 1	\$
106.	Fire Alarm Technician Holiday and Sunday	\$_____ per hour x 1	\$

BID GRAND TOTAL: (SUM OF EXTENDED TOTALS FOR LINE ITEMS 1 THROUGH 106):\$ _____

DISCOUNT TERMS OF PAYMENT:

_____% , _____ calendar days.

BIDDER'S LOCAL FACILITY

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

CONTRACT MANAGER OR ACCOUNT REPRESENTATIVE
NAME

ADDRESS

CITY STATE, ZIP

PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

ATTACHMENTS TO BID FORM

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

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

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

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

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

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

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

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

FOR INFORMATIONAL PURPOSES ONLY:

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

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

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

WOMEN OWNED BUSINESS ENTERPRISE (WBE):

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

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

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

SMALL BUSINESS ENTERPRISE (SBE):

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

VETERAN OWNED BUSINESS ENTERPRISE (VET):

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

DISABLED VETERAN OWNED BUSINESS ENTERPRISE (DVET):

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

EMERGING SMALL BUSINESS (ESB):

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

**ATTACHMENT 1
BID NO. 603619-15
ANNUAL REQUIREMENTS CONTRACT FOR FIRE ALARM SYSTEMS MONITORING**

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. 603619-15
ANNUAL REQUIREMENTS CONTRACT FOR FIRE ALARM SYSTEMS MONITORING**

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) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Description: Bid Number 603619-15 and Annual Requirements Contract for Fire Alarm Systems Monitoring (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. 603619-15
ANNUAL REQUIREMENTS CONTRACT FOR FIRE ALARM SYSTEMS MONITORING**

**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. 603619-15, entitled Annual Requirements Contract for Fire Alarm Systems Monitoring;
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

**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:						
<i>(Include d.b.a., if applicable)</i>						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address: <i>(If different from above)</i>				Website:		
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