Department of Administrative Services
Purchasing and Contracts Division

CONFIRMATION FORM
for
RECEIPT OF BID NO. 603649-15

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

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

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. BID NO. 603649-15 BID PAGES: 45

DESCRIPTION: ANNUAL REQUIREMENTS CONTRACT FOR JANITORIAL SERVICES AT DESERT BREEZE RECREATION AND AQUATICS CENTER

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name:_____

Company Address:_____

City / State / Zip:_____

Name / Title:_____

Area Code/Phone Number:_____

Area Code/Fax Number:_____

Email Address:_____

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

_____ Internet _____Plan Room

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

CLARK COUNTY, NEVADA

INVITATION TO BID

BID NO. 603649-15
ANNUAL REQUIREMENTS CONTRACT FOR JANITORIAL SERVICES AT DESERT BREEZE RECREATION AND AQUATICS CENTER

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. 603649 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 **MANDATORY** Pre-bid Conference will be held on **APRIL 10, 2015** at **10:00 a.m.**, at **8275 Spring Mountain Road, Las Vegas, NV 89117**. The walk-through will commence immediately after the pre-bid. 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 Deon Ford, Purchasing Analyst, at (702) 455-6288 no later than **THURSDAY, APRIL 09, 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 **APRIL 17, 2015** at **3:00:00 p.m.** based on the time clock at the Clark County Purchasing and Contracts front desk.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review-Journal
MARCH 30, 2015

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I – INSTRUCTION TO BIDDERS

BID NO. 603649-15
ANNUAL REQUIREMENTS CONTRACT FOR JANITORIAL SERVICES AT DESERT BREEZE RECREATION AND AQUATICS CENTER

1. INTENT OF INVITATION

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

2. DEFINITIONS

A. **Addendum:** A written document issued by COUNTY, via the Purchasing and Contracts Division, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.

B. **BCC:** The Clark County Board of County Commissioners.

C. **Bid (Bidder):** An offer, in response to a solicitation by COUNTY, to supply goods or services at a specific price and within a specified time period.

D. **Bid (COUNTY):** A competitive solicitation by COUNTY to procure goods or services in accordance with Nevada Revised Statutes (NRS) 332.

E. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to COUNTY with the required information for evaluation of the bid, in correct format and sequence. Bid pages are identified herein as "Bid Form" and contain a black line in the right margin.

F. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.

G. **Bidder(s):** A supplier who submits a bid to COUNTY.

H. **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.

I. **CONTRACT:** Contract documents include the Bidding Documents, SUCCESSFUL BIDDER'S Bid Form, all Addenda, SUCCESSFUL BIDDER'S bonds and insurance and Notice of Award letter.

J. **COUNTY:** The term used throughout these documents to mean County of Clark, Nevada.

K. **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.

L. **Governing Body:** Used throughout these documents to mean the Clark County Board of Commissioners.

M. **Lot:** A group of items similar in nature and bought individually, all items in a lot must be bid on to be a responsible bidder considered for award.

N. **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.

O. **Purchasing Manager:** The Clark County Purchasing Administrator or their designee responsible for the Purchasing and Contracts Division.

P. **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.

Q. **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.

3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please contact Deon Ford, Purchasing Analyst, at (702) 455-6288 or deon.ford@clarkcountynv.gov or the Purchasing and Contracts Front Desk at (702) 455-2897. After award, the designated contact will be Connie Lee, Housekeeping, telephone number (702) 455-3950 or, Real Property Management, telephone number (702) 455-8739.

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. MANDATORY PREBID CONFERENCE & PRE AWARD SITE WALK THROUGH

A mandatory Pre-bid walk through is being held for this bid. The intent of the pre-bid conference is to review the entire bid document including the Special Conditions and Technical Specifications, which are unique to each facility, and to answer any questions that the Bidders may have. **The pre-bid conference will be held at 8275 Spring Mountain Road, Las Vegas, Nevada 89117 on April 10, 2015 at 10:00 a.m**. The site walk through will commence immediately following the pre-bid. **Attendance at the pre-bid conference and site walk through are mandatory.** BIDS RECEIVED FROM ANY BIDDER NOT IN ATTENDANCE AT BOTH THE PRE-BID CONFERENCE AND SITE WALK THROUGH WILL BE REJECTED. Attendance will be determined by the following procedure: An attendance form will be circulated prior to the commencement of the pre-bid/walk through. All Bidders are responsible for signing the attendance sheet. Once the pre-bid/walk through commences, no additional attendees will be permitted. An attendance sheet will be circulated at the end of the pre-bid/walk through. All Bidders are responsible for signing the attendance sheet. Please allow ample time for parking as well as traffic congestion.

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) and Nevada Business Enterprise (NBE) 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. 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.

12. 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.

13. 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.

14. 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.

15. 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 has visited the project site and 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.**

16. 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/mailing instructions for bids:

HAND DELIVERY	U.S. MAIL DELIVERY	EXPRESS DELIVERY
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 89106
	Las Vegas, Nevada 89155-1217	

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.

17. 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.

18. 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).

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 Administrator its written notice of intent to appeal the decision to the BCC. The Purchasing Administrator 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 Administrator 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.

25. METHOD OF AWARD

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

26. LETTER OF AWARD

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

27. INITIAL TERM

The initial term of CONTRACT shall be from date of award through June 30, 2016.

28. CONTRACT RENEWAL

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

29. CONTRACT EXTENSION

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

30. 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).

31. 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.

32. POST AWARD WALK-THROUGH (JANITORIAL ONLY)

Prior to the start of CONTRACT, COUNTY will conduct a mandatory walk-through of the facility followed by a kick-off meeting with SUCCESSFUL BIDDER. The purpose of the walk through and kick-off meeting is to address any questions or concerns of SUCCESSFUL BIDDER. For the definition of and agreement on the Excellent rating of janitorial standards as are defined in the Housekeeping Quality Control Inspection Form Definitions and Instructions, as they pertain to this specific site. A copy of the Housekeeping Quality Control Inspection Form Definitions and Instructions will be provided by COUNTY at post award walk through.

33. 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.

34. PRICE ADJUSTMENT REQUESTS

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

- ❑ Consumer Price Index (CPI) or Producer Price Index (PPI)
- ❑ Price Decrease

COUNTY shall receive the benefit of a price decrease to any line item at any time during the contract term and for any subsequent term(s) if the decrease exceeds five (5) percent of CONTRACT price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that SUCCESSFUL BIDDER has not passed the decrease on to COUNTY, COUNTY reserves the right to place SUCCESSFUL BIDDER in default, terminate CONTRACT, and such actions will reflect adversely against SUCCESSFUL BIDDER in determining the responsibility and non-responsibility of SUCCESSFUL BIDDER in future opportunities.

35. 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. 603649-15
ANNUAL REQUIREMENTS CONTRACT FOR JANITORIAL SERVICES AT DESERT BREEZE RECREATION AND AQUATICS CENTER

1. ASSIGNMENT OF CONTRACTUAL RIGHTS

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

2. AUDITS

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

3. AUTHORITY

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

4. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

5. CLARK COUNTY’S PROPERTY

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

6. COLLECTION AND PAYMENT OF SALES TAX

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

7. COLLUSION AND ADVANCE DISCLOSURES

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

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

8. CONSUMPTION ESTIMATES

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

9. CONTRACT AMENDMENTS

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

10. DISCLOSURE OF OWNERSHIP / PRINCIPALS

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

11. DRUG-FREE WORKPLACE

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

12. EMPLOYMENT OF UNAUTHORIZED ALIENS

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

13. FEDERAL, STATE, LOCAL LAWS

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

14. FISCAL FUNDING OUT

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

15. FORCE MAJEURE

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

16. GOVERNING LAW/VENUE OF ACTION [GOODS, SERVICES]

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

17. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

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

A. Amendment

B. General Conditions

C. Addenda

D. Instructions to Bidders

E. Federal Requirements (If Applicable)

F. Special Conditions

G. Technical Specifications

18. INDEMNITY

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

19. INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 COUNTY shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date SUCCESSFUL BIDDER provides goods, performs services, or provides deliverables or milestones.

All invoices should include the following information:

A. Company Name

B. Complete Address (including street, city, state, and zip code)

C. Telephone Number

D. Contact Person

E. Itemized description of products delivered (including quantities) or services rendered (including dates)

F. Clark County Purchase Order Number

G. Company's Tax Identification Number

H. Bid Number

I. Itemized pricing and total amount due (excluding Sales and Use Tax)

J. Percentage Discounts/ Payment Terms (if offered)

K. Company's Invoice Number

L. Clark County Work Order Number(s)

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

20. INVOICE AUDITS

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

21. NON-DISCRIMINATION

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination.

SUCCESSFUL BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

22. NON-ENDORSEMENT

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

23. OUT OF STATE SUPPLIERS

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

24. PARTIAL PAYMENTS

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

25. PATENT INDEMNITY

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

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

26. PUBLIC RECORDS

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

27. PURCHASE ORDERS

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

28. RIGHT OF INSPECTION AND REJECTION

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

29. SEVERABILITY

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

30. SUBCONTRACTS

Services specified in CONTRACT shall not be subcontracted by SUCCESSFUL BIDDER, without the written approval of COUNTY. Approval by COUNTY of SUCCESSFUL BIDDER'S request to subcontract or acceptance of or payment for subcontracted work by COUNTY shall not in any way relieve

SUCCESSFUL BIDDER of responsibility for the professional and technical accuracy and adequacy of the services performed. SUCCESSFUL BIDDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of services performed under CONTRACT by SUCCESSFUL BIDDER'S subcontractor.

31. SUBCONTRACTOR / INDEPENDENT CONTRACTOR

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

32. SUSPENSION BY THE COUNTY FOR CONVENIENCE

A. COUNTY may, without cause, order SUCCESSFUL BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as COUNTY may determine.

B. In the event COUNTY suspends performance of SUCCESSFUL BIDDER for an aggregate period in excess of sixty (60) calendar days, SUCCESSFUL BIDDER shall be entitled to an equitable adjustment of the compensation payable to SUCCESSFUL BIDDER under this Bid to reimburse SUCCESSFUL BIDDER for additional costs occasioned as a result of such suspension of performance by COUNTY. Equitable adjustment shall be based on appropriated funds and approval by COUNTY.

C. No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which SUCCESSFUL BIDDER is responsible.

33. TAXES

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

34. TERMINATION FOR CAUSE

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

35. TERMINATION FOR CONVENIENCE

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

36. TITLE AND RISK OF LOSS

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

37. USE BY OTHER GOVERNMENT ENTITIES

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

38. WARRANTY

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

III - SPECIAL CONDITIONS

BID NO. 603649-15
ANNUAL REQUIREMENTS CONTRACT FOR JANITORIAL SERVICES AT DESERT BREEZE RECREATION AND AQUATICS CENTER

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. 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; and

C. Completed "Disclosure of Ownership" form.

D. 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 shall license and bond each of its employees. In addition, 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. SUPPLIER'S STOCK

SUCCESSFUL BIDDER shall agree to maintain access to sufficient stock of any item awarded in this bid. The lead time(s) for such stock shall not exceed the time period(s) as specified in this bid.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. PERFORMANCE STANDARDS (JANITORIAL ONLY)

A. 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.

B. Each month, COUNTY'S representative will conduct an inspection. SUCCESSFUL BIDDER shall be notified and requested to participate, if found necessary. During the inspection a "Housekeeping Quality Assurance Inspection Form," (Exhibit B to Service Specification) will be filled out and discussed with SUCCESSFUL BIDDER, if necessary. SUCCESSFUL BIDDER shall write in his/her comments and sign the document. These reports and inspections will be utilized to monitor the performance of SUCCESSFUL BIDDER.

17. 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.

18. 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.

19. 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 afterhour's 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.

20. 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.

21. 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.

22. 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.

23. CONTRACT PERFORMANCE CUSTOMER SURVEY (NEW)

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

24. 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.

25. 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.

26. 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.*

27. PROGRESSIVE PLAN FOR DEALING WITH POOR PERFORMANCE RELATED TO JANITORIAL /HOUSEKEEPING EFFORTS

A. COUNTY Housekeeping will perform quality control inspections over the lifetime of the CONTRACT. SUCCESSFUL BIDDER'S performance will be documented on the Housekeeping Quality Control Inspection Form (a sample is attached as Exhibit B to Service Specification). SUCCESSFUL BIDDER must receive a passing score of 95% or better. Any discrepancies that are identified in three (3) consecutive inspections will result in an automatic failure notwithstanding the overall score received for the inspection.

B. COUNTY Housekeeping Representative will contact SUCCESSFUL BIDDER either verbally or in writing to describe any deficiencies.

C. If unresolved or if additional related deficiencies occur, COUNTY Purchasing Representative will contact SUCCESSFUL BIDDER in writing describing deficiencies and schedule a meeting.

D. If unresolved or if additional related deficiencies occur, COUNTY Purchasing Representative will issue a written notice of deficiencies allowing seven (7) calendar days for SUCCESSFUL BIDDER to provide a written plan to cure or remedy the situation.

E. If unresolved or if additional related deficiencies occur, COUNTY Purchasing Representative will formally terminate the CONTRACT.

F. If SUCCESSFUL BIDDER is terminated for cause, SUCCESSFUL BIDDER will be disqualified from bidding or quoting on any COUNTY janitorial / housekeeping business for a period of twelve (12) months from the date of the termination. This disqualification will result in SUCCESSFUL BIDDER being declared non-responsible on bidding or quoting efforts submitted during the twelve (12) month timeframe. Separate bids or purchase orders related to janitorial or housekeeping in place at the time of termination shall continue but no extensions or option years will be exercised on those efforts.

28. ASBESTOS AWARENESS RELATED TO JANITORIAL /HOUSEKEEPING EFFORTS

OSHA 1926.1101(k)(9)(vi) Training for employees performing Class IV operations shall be consistent with EPA requirements for training of local education agency maintenance and custodial staff as set forth at 40 CFR 763.92(a)(1). Such a course shall include; 1. Available information concerning the locations of thermal system insulation and surfacing ACM/PACM and asbestos-containing flooring material, or flooring material where the absence of asbestos has not yet been certified; and 2. Instructions in recognition of damage, deterioration, and delamination of asbestos containing building materials. Such course shall take at least two (2) hours.

You are required to provide a copy of the training certificate for the completed course for each employee working on this Bid.

Free classes are offered by OSHA at their Henderson, NV office for up to five people at a time. More information is available at http://www.4safenv.state.nv.us/ .

Asbestos-Containing Material (ACM) will be pointed out either during the pre-bid walk-through or the post-award walk-through. A summary of a comprehensive interior asbestos survey will be added as an Exhibit to this Bid describing asbestos containing materials in each building.

IV – SERVICE SPECIFICATION

BID NO. 603649-15
ANNUAL REQUIREMENTS CONTRACT FOR JANITORIAL SERVICES AT DESERT BREEZE RECREATION AND AQUATICS CENTER

1. FACILITY

Facility: Desert Breeze Recreation Center & Aquatics
Location: 8275 Spring Mountain Road
Las Vegas, Nevada 89117

Designated Contact for this Facility: Shelly Gulotta
Telephone No: (702) 455-8334
Number of days of service / week: Six (6) days
Days of service: Monday through Saturday
Hour's service is desired: To start no earlier than 9:00pm and to be completed prior to 6:00am

2. BUILDING FACTS

Net cleanable square footage: 39,693 square feet
Tile/Other Square Footage Daily Service: 31,058 square feet
Carpet Square Footage Daily Service: 8,635 square feet

Number of rooms in facility:

- 5 Office(s)
- 2 Reception Area(s)
- 2 Gymnasium(s)
- 1 Town Board & Liaison
- 1 Pottery Room
- 1 Sitting Area
- 2 Multipurpose Room(s)
- 1 Dance Room
- 2 Fitness Room(s)
- 1 Craft Room
- 1 Arts & Crafts Room
- 1 Kiln (not to be serviced)
- 4 Kitchen / Break Rooms with 3 Sink(s)
- 8 Restrooms with 38 Toilets, 13 Urinals, 33 Sinks, 3 Showers
- 10 Water Fountain(s)

The trash and recycling receptacles are located North of the building, at end of circular drive.

* **Successful Bidder will be required to service all hard floor surfaces with an approved/inspected floor machine each service day.**

**** Successful Bidder will be required to clean all windows -up to 10 feet high- interior and exterior, at least twice per week during daylight hours, with doors and entrances being cleaned daily.**

***** Successful Bidder is required to have a minimum of two (2) custodians cleaning the building for a minimum of 4 to 8 hours each night of service. This is to ensure that enough time is allotted for proper cleaning.**

3. SUPPLIES REQUIRED

Specifications for supplies to be furnished by the successful Bidder:

Toilet Tissue: Georgia Pacific, Kimberly Clark, or equal, Single-ply, 1000 sheets per roll, 96 rolls per case, 4-1/2" x 4-1/2" made of 100% recycled materials of which 20% must be post consumer material.

Paper Towels: Georgia Pacific, Kimberly Clark, or equal, multi-fold, 9-1/2" x 9-1/8" sheets, made of 100% recycled materials of which 40% must be post-consumer material, approximately 4,000 sheets per case.

Seat Covers: SCA, Kimberly Clark, or equal, half-fold, 20 packages of 250 per case (minimum 20% post consumer waste).

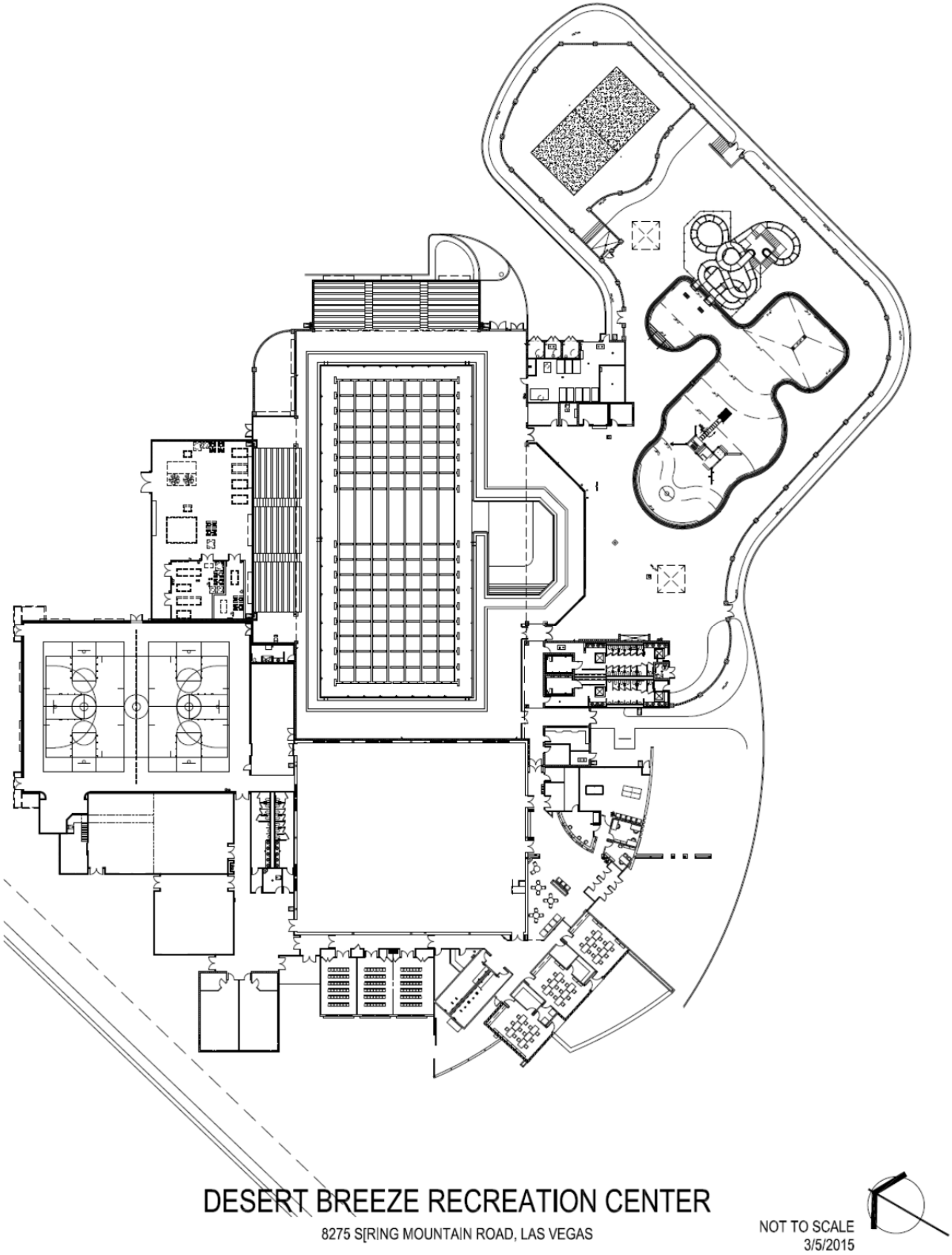
Soap: According to dispensing machine. White lanolin soap is preferred.

Miscellaneous: Urn Sand, Trash Can Liners and Biohazard Sanitary Napkin Dispenser Liners.

Solid Waste: Successful Bidder will empty Sanitary napkin Biohazard disposal liners into a special Red Bio-Hazard bag, provided by the Successful Bidder, and placed in a specified Bio-Hazard container.

Vacuums: HEPA vacuums and filters or CRI Certified Green Vacuums and filters

Urinal Screens: Successful Bidder will provide urinal cakes and/or screens for each urinal. Screens must be dated and changed frequently.


DESERT BREEZE RECREATION CENTER
8275 S[RING MOUNTAIN ROAD, LAS VEGAS
NOT TO SCALE
3/5/2015

8275

EXHIBIT A
CLARK COUNTY HOUSEKEEPING STANDARDS

A. **DEFINITIONS**

1. Custodial Service Provider - Clark County employee or contract vendor.

2. User - Customer receiving housekeeping service.

B. **MINIMUM CLEANING STANDARDS**

1. It is the intent of the Clark County Department of Real Property Management, Housekeeping, Security, and Parking Division, that all premises be maintained at a high standard of cleanliness. The following standards are, therefore, intended to be included as the acceptable minimum level of service as directed in the cleaning specifications. Further, cleaning frequencies set forth in these specifications are meant to be working guidelines for specific areas, dependent upon type and frequency of use. These standards are not to be construed as complete, and all items not specifically included but found necessary to properly clean the building shall be included as though written into these specifications.

C. **CHEMICALS**

1. Only chemicals that have been approved by Clark County Risk Management may be used in cleaning County buildings. All bottles/containers must have a manufacturer's label or Material Safety Data Sheet (MSDS) attached.

2. Under no circumstances should one (1) chemical be mixed with a different chemical unless specifically instructed to do so by the manufacturer.

3. Chemicals are only to be used for the purposes intended and stated in the manufacturer's instructions.

D. **GENERAL: CLEANING SPECIFICATIONS**

1. <u>RESTROOMS</u>

   a. Restroom cleaning is understood to have the highest priority in the County's buildings. All employee and public restrooms and shower rooms are to be cleaned and serviced as specified. Urinals, water closets, mirrors, and lavatories are to be cleaned with approved cleaners and disinfectants. Floors in these rooms shall be mopped with an approved disinfectant and cleaner, which will not harm or remove special floor finishes. Water closets and urinals are to be cleaned with quality materials using techniques that will remove and prevent any formation of encrustation or stains under lids, ledges, or rims without harming the finish.

   b. Towel dispensers, soap dispensers, toilet paper holders, cabinet seat cover dispensers, and sanitary napkin dispensers shall be checked and refilled to a full level daily. Do not fill paper towel dispensers so tightly that the towels cannot be pulled out without tearing. Stocking of refill supplies in the area of the dispensers is not permitted. The term "clean", as defined here, shall mean that no film, odors, stains, dust, lint, or spots can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixtures within the restroom. The use of highly scented disinfectants, objectionable or odoriferous cleaners, air fresheners, and deodorant blocks shall not be permitted.

2. <u>OFFICE AREAS</u>

   a. General cleaning of office areas shall include the removal of trash from wastebaskets, and other waste material labeled as trash must be taken to the dumpster location. General cleaning of office areas also includes dusting, glass cleaning, and removal of dust, soil, stains, smudges, and marks from furniture, walls, partitions, etc., and the removal of the recycling containers to the pick up location.

3. <u>FLOOR CARE</u>

   a. Floors shall be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors shall be left in a clean, orderly, and safe condition.

   b. Floors, at all times, shall pass a slip-resistance test by at least a 3.5 pound pull.

   c. Upon completion of daily and weekly routine work, floors shall be free of dirt, dust, film, streaks, debris, and standing water, and shall present a uniform appearance when dry.

   d. Floor finish is understood to be used as a preservative and also as a safety (non-slip) factor. Finish shall be applied only to appropriate areas free of residual dirt and buildup.

   e. Proper shampooing shall result in a carpet free from all types of airborne soil, dry dirt, water-soluble soils, and petroleum-soluble soils. A clean carpet shall be uniform in appearance when dry and vacuumed.

   f. Necessary safety precautions and procedures, designed to prevent damage to the County's property, are to be exercised and followed when the removal and replacement of furniture is required to perform the work.

4. WINDOWS

a. All windows are to be cleaned to acceptable industry standards. All interior windows will be spot-cleaned daily. Ground floor exterior windows will be cleaned at least once per week.

5. AIR CONDITIONING AND HEATING REGISTERS

a. All air conditioning and heating registers are to be kept clean and free of dust, webs, and build-up that detract from the overall appearance.

6. WALLS AND DOORS

a. All walls and doors are to be kept clean and free from spots and handprints.

E. **DETAILED INSTRUCTIONS**

1. GENERAL OFFICE AND PUBLIC AREAS

Note 1: The custodial service provider shall not clean computer keyboards and screens, typewriter keyboards, or calculators in any manner. The user of the equipment shall be responsible for their cleaning. The custodial service provider will dust the remainder of the unit.

Note 2: Shredder wastebaskets will be emptied and cleaned as described in the daily schedule below. The shredding machine shall be turned off or unplugged when performing housekeeping maintenance.

Note 3: Only dispose of trash that is in receptacles that are known to be for trash. Items outside of receptacles can be discarded if marked **TRASH** or verbal confirmation from user is received. When the custodial service provider is in doubt, the user or supervisor must be contacted. Recycling bins shall be emptied and/or removed and replaced as required.

Note 4: To prevent airborne dust particles, dusting should be accomplished with a dusting rag or cloth rag dampened with appropriate chemicals or water. Dusting with a duster should only be used where there are fragile items or for areas that there is not room to maneuver the dusting rag. Common sense should be used when moving items to dust any surface or around any items. Personal items should not be touched unless the user has given permission. When in doubt, the custodial service provider must always check with their supervisor.

Note 5: At no time will office equipment be turned off or unplugged in order to plug in housekeeping equipment when performing housekeeping maintenance.

a. DAILY

(1) Wastebaskets and trash receptacles are to be emptied and lined with plastic bags, unless otherwise directed. Wastebaskets are to be cleaned as needed, before placing new liners. Dirty liners must be removed daily and replaced with the correct sized liner.

(2) Ashtrays and sand urns are to be cleaned and refilled with sand as required.

(3) Fingerprints must be dusted and cleaned from all exposed furniture tops including desks, chairs, tables, lamps, filing cabinets, shelves, sills and ledges, brochure racks, and signs from a height of six feet or below. This task should be accomplished in a manner that does not disturb any of the objects that are on the surface. A complete cleaning and polishing of the surface shall be done any time the surface is clear of all objects.

(4) Telephones are to be cleaned and sanitized as needed, using a cloth dampened with disinfectant. Extreme care must be used not to spray or drip any water or cleaning products into or onto the telephones.

(5) Drinking fountains are to be cleaned, sanitized, and polished.

(6) All carpeted traffic areas including corridors, pathways within office areas, elevators, and lobbies are to be vacuumed and spot cleaned. Thoroughly vacuum and spot clean all carpeted executive offices.

(7) All carpeted areas beneath desks, tables, and other furniture are to be completely vacuumed and spot cleaned.

(8) All resilient tile floor areas are to be dust mopped and spot damp mopped.

(9) All rubber/carpeted mats are to be vacuumed.

(10) Upholstered surfaces are to be vacuumed on an as-needed basis.

(11) Elevators are to be cleaned. Unsightly marks, fingerprints, and soil spots are to be removed.

(12) All interior glass, partition glass/Plexiglas and glass doors are to be spot cleaned.

(13) All stairwells used for normal egress are to be policed for trash and debris; pan sweep as necessary.

(14) Exterior landscaping and grounds keeping are not part of the bid. However, the exterior entrance/exit areas surrounding the building will be cleaned to ensure the removal of any trash, bird droppings, feces, urine, build up of leaves, debris, etc. for a distance of ten (10) feet. This will also include the emptying, cleaning, and relining with plastic bags of any trash containers within this distance. In addition to the cleaning and refilling of any ashtrays and sand urns within this distance.

(15) Cobwebs from walls around entrances are to be swept.

(16) Doors are to be secured and unnecessary lights turned off when work is completed in the immediate area, unless otherwise instructed.

(17) Liners in all exterior trash receptacles near any entrance are to be emptied and changed using the correct sized liner.

b. WEEKLY

(1) Soil marks, dust, and fingerprints are to be cleaned from all exposed furniture tops and sides, including desks, chairs, tables, lamps, filing cabinets, shelves, sills, and ledges from a height of six feet or below. This task should be accomplished in a manner that does not disturb any of the objects that are on the surface. An appropriate cleaner or polish should be used to accomplish this task. When completed, the surface should have no oily residue feel or streaking.

(2) The balance of all carpeted areas not vacuumed under the daily cleaning must be vacuumed.

(3) All upholstered surfaces are to be vacuumed and spot cleaned.

(4) Picture frames and wall ornaments are to be dusted.

(5) Lower one half of doors and doorjambs are to be dusted.

(6) Walls around light switches and doorjambs are to be spot cleaned to remove all spots and marks.

(7) All interior glass doors, ground floor exterior or upper floor windows along public accessible walkways, are to be squeegee clean where no safety equipment will be required. Entrance glass doors, interior and exterior, are to be cleaned. Doorplates, jambs, thresholds, handles, and hardware are to be cleaned and polished.

(8) All fire escape stairwells are to be policed for trash and debris, and pan swept and damp mopped as necessary.

(9) All resilient tiles are to be spray-buffed to restore to a “just waxed” look, in high foot-traffic corridors and lobby areas.

c. SEMI-MONTHLY

(1) High molding and doors are to be dusted from a height of 8 feet to the floor.

(2) All wall surfaces and all upholstered freestanding space divider walls are to be dusted, vacuumed, and spot cleaned.

(3) Cobwebs are to be removed from ceiling areas from a height of 8 feet to the floor.

(4) Steps and landings in stairwells are to be swept, mopped, or vacuumed. Handrails and surrounding walls are to be cleaned.

d. MONTHLY

(1) Air returns, vents, and areas around vents are to be brushed or vacuumed at least monthly, or more often if needed, to heights exceeding 8 feet if applicable.

(2) Draperies and wall hangings are to be vacuumed.

(3) All high areas, including walls and ceilings, are to be vacuumed, brushed, or dusted to heights exceeding 8 feet if applicable.

(4) Carpeting in entrance, general lobby area, high foot traffic corridors, and any high foot traffic area are to be extracted using approved methods where a pattern is showing.

(5) Cove base is to be dusted and cleaned.

(6) All vertical or horizontal blinds are to be dusted and cleaned.

(7) Light fixtures and diffusers are to be cleaned.

(8) A coat of floor finish on resilient flooring is to be applied where spray buffing will not bring back a “just waxed” look. All resilient flooring is to be refinished where a wax build up or a yellowing appearance is present. Refinishing is not necessary if the application of a coat of wax will return the clear, clean appearance.

e. QUARTERLY

(1) Carpeting is cleaned according to prescribed frequency or when spot cleaning will not bring back a clean uniform appearance. All carpeting where a pattern is showing and vacuum cleaning will not bring back a clean uniform appearance is to be cleaned using authorized carpet cleaning methods, normally wet extraction.

(2) All ground floor exterior or upper floor windows that were not covered under the weekly frequency are to be squeegee clean where no safety equipment will be required. Doorplates, jambs, thresholds, sills, trim handles, and hardware are to be cleaned and polished.

f. ANNUALLY

(1) Exposed ceilings with ductwork, pipes, and the top sides of light fixtures will be dusted.

2. RESTROOMS

a. DAILY

(1) Hand soap, toilet paper, paper towels, and seat cover dispensers are to be refilled to full capacity.

(2) Trash containers are to be emptied, sprayed, damp-wiped with disinfectant, and the liners changed.

(3) Sanitary napkin disposal receptacles are to be emptied of contents and sprayed and damp-wiped with disinfectant. All sanitary napkin disposal units are to be lined with **Red Biohazard** bags. Liners are to be tied and disposed of in the Biohazard containers in the specified location established.

(4) Mirrors are to be washed with glass cleaner.

(5) Spots are to be removed from partitions and walls.

(6) The areas underneath basins and around toilets and urinals are to be cleaned.

(7) All fixtures and trim, including toilet bowls, urinals, sinks, and dispensers are to be cleaned, polished, and sanitized.

(8) Tile floors are to be damp mopped and sanitized using a detergent-disinfectant.

(9) Any graffiti that will scrub off is to be removed.

(10) Toilets and urinals are to be thoroughly cleaned and sanitized on the inside and on the outside.

b. WEEKLY

(1) Walls and floor tiles are to be washed and sanitized.

(2) Metal partitions and railings are to be washed and sanitized.

(3) Doors and jambs are to be damp-wiped and cleaned.

(4) Lime and scale buildup is to be removed from plumbing fixtures.

(5) All resilient tiles are to be spray-buffed to restore a “just waxed” look.

c. MONTHLY

(1) Air returns, vents, and areas around vents are to be brushed and vacuumed at least monthly or more often if needed.

(2) All high areas, including walls and ceilings, are to be vacuumed, brushed, or dusted.

(3) A coat of floor finish is to be applied on resilient flooring where spray buffing will not bring back a “just waxed” look. Resilient tile floors are to be refinished where a wax buildup or a yellowing appearance is present. Refinishing is not necessary if the application of a coat of wax will return the clear, clean appearance.

3. EMPLOYEE’S LOUNGE

a. DAILY

(1) Tabletops are to be washed and sanitized; chair seats and backs are to be damp cleaned.

(2) Ashtrays are to be emptied and damp cleaned.

(3) All mirror or glass surfaces are to be spot cleaned.

(4) All carpeted areas are to be vacuumed thoroughly.

(5) All resilient flooring areas are to be swept and damp mopped.

(6) Trash receptacles are to be emptied, damp wiped, and correct sized liners replaced, and areas surrounding trash receptacles cleaned.

(7) Sink and outside of appliances are to be cleaned without disturbing any dishes or moving food items. If dishes are in sink, cleaning of the sink must be omitted.

(8) All other frequencies are the same as under GENERAL OFFICE AND PUBLIC AREA.

(9) Hand soap and paper towel dispensers are to be refilled to full capacity.

Requirements

This procedure requires Assistant Manager of HSP approval and will be distributed to employees by their supervisor, a copy of the SOP will be provided to the Department head and the Assistant Director of RPM.

Document Control

Requests for interpretation of this Standard Operating Procedure and suggestions for changes should be addressed to the Assistant Manager of HSP.

EXHIBIT B

C.C.R.P.M.H.S.P. DATE: _____

HOUSEKEEPING QUALITY CONTROL INSPECTION FORM

AREA BUILDING ADDRESS AREA DESCRIPTION

A.	**ENTRANCE**										
	1.	MAT, CARPET	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	2.	GLASS, WALL SURFACE	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	3.	CORNERS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	4.	FLOORS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
B.	**LOBBIES**										
	1.	DUSTING	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	2.	FLOOR APPEARANCE	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	3.	SWEEPING, VACUUMING	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	4.	SPOT CLEANING	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	5.	FIXTURES	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	6.	WATER FOUNTAINS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
C.	**ELEVATORS**										
	1.	TREADS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	2.	LIGHTS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	3.	WALLS, DOORS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	4.	FLOORS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
D.	**CORRIDORS**										
	1.	SWEEPING, VACUUMING	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	2.	FLOOR APPEARANCE	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	3.	BASEBOARDS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	4.	SPOT CLEANING	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	5.	WATER FOUNTAINS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	6	RAILS, WALLS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
E.	**STAIRWELLS**										
	1.	RAILS, WALLS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	2.	STEPS, LANDINGS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
F.	**RESTROOMS**										
	1.	DISPENSERS, HARDWARE	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	2.	BASINS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	3.	FLOORS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	4.	MIRRORS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	5.	PARTITIONS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	6.	TOILETS, URINALS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	7.	WASTE CAN	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	8.	WALLS, DOORS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
G.	**OFFICE-EQUIPMENT AREAS**										
	1.	FURNITURE, EQUIPMENT	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	2.	DOOR KICK PLATES	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	3.	PHONES, LAMPS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	4.	WALLS, DOORS, SPOT CLEANING	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	5.	WASTE BASKETS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	6.	PARTITIONS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	7.	LOW DUSTING	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	8.	HIGH DUSTING	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	9.	FLOOR APPEARANCE	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	10.	SWEEPING, VACUUMING	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	11.	BASEBOARDS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	12.	CORNERS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
H.	**WINDOWS**										
	1.	GLASS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	2.	SILLS, FRAMES	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	3.	BLINDS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
I.	**MISCELLANEOUS**										
	1.	AIR VENTS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
J.	**EXTERIOR/PARKING AREAS**										
	1.	TRASH CONTAINERS	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
	2.	SWEEPING, PICKING UP LITTER	{ } P=	1.56	{ } F=	1.77	{ } G=	2.02	{ } E=	2.08
AREA TOTALS		ITEM COUNT= 48	P=	75.00	F=	85.00	G=	97.00	E=	100.00

INSPECTION SCORE

HOUSEKEEPING QUALITY CONTROL CUSTODIAL CLOSET INSPECTION

	(PASSED)	(FAILED)	(N/A)
1. ARE THE MAXIMUM QUANTITIES EXCEEDED?			
2. ARE ALL THE CONTAINERS LABELED?			
3. ARE THERE M.S.D.S. ON THE CONTAINERS?			

	(PASSED)	(FAILED)	(N/A)
4. ARE THERE ANY UNAUTHORIZED PRODUCTS?			
5. ARE THE LIDS ON THE CONTAINERS			
6. IS THE CLOSET CLEAN AND ORDERLY?			
7. IS THE EQUIPMENT CLEAN AND SAFE TO USE?			

DID THE CUSTODIAL CLOSET MEET ALL REQUIREMENTS? (PASSED) [ ] (FAILED) [ ] (N/A) [X]

COMMENTS:

THE NEXT INSPECTION WILL BE HELD ON: _____ at _____

SIGNATURE OF INSPECTORS: _____

EXHIBIT C

COMPANY NAME
COMPLETE ADDRESS

TELEPHONE NUMBER
CONTACT PERSON
TAX ID NUMBER

INVOICE

Date	Invoice #

BILL TO:
Clark County, Nevada Real Property Management, Housekeeping ATTN: Connie Lee 333 S. 3rd Street, 2nd Floor Las Vegas, NV 89155-1823 RPMHousekeeping@ClarkCountyNV.gov

P.O. No.	Terms	Bid Number

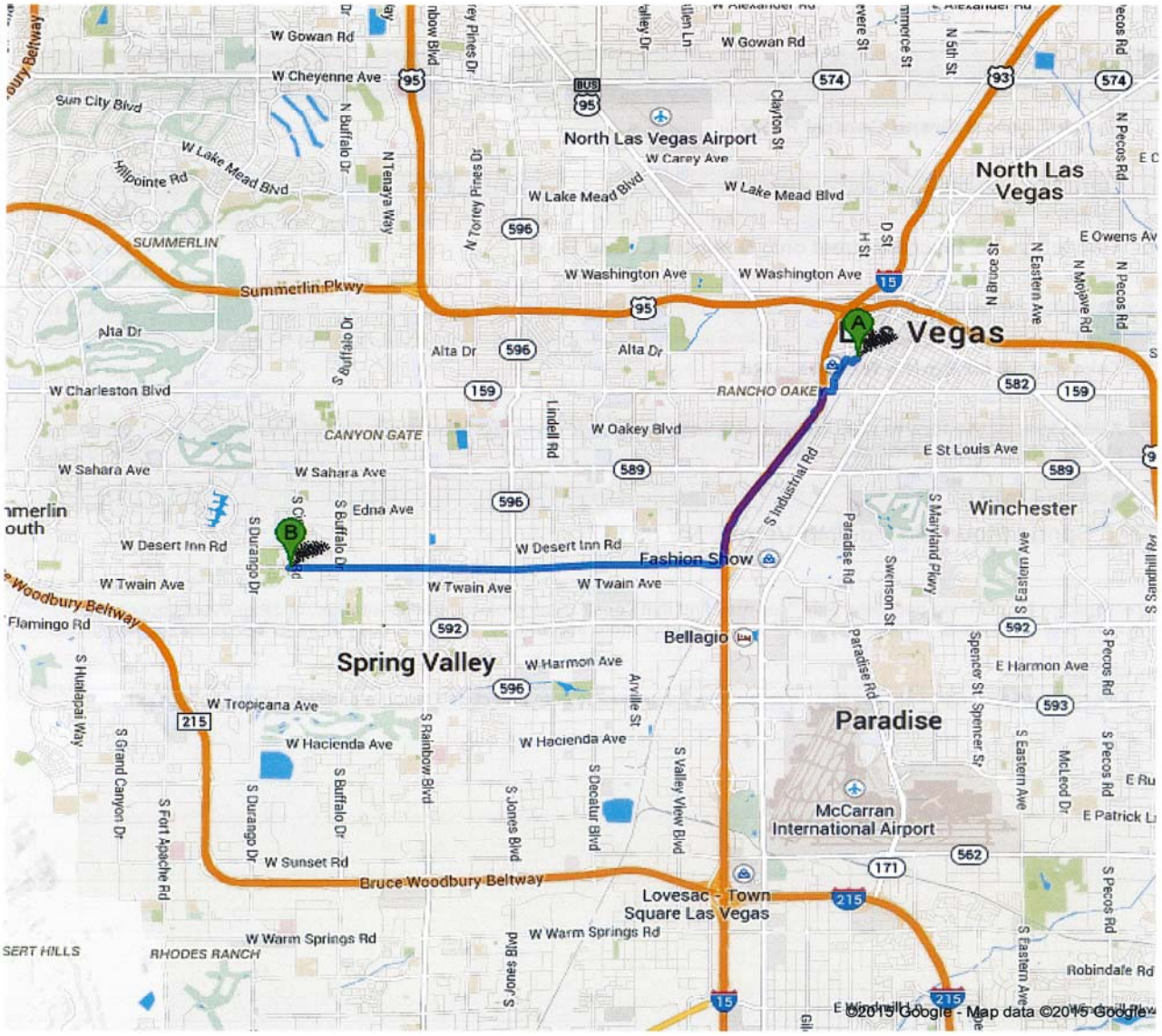
Quantity	Description	Rate	Amount
	TOTAL		$
	ITEMIZATION USE ONLY		***QUANTITY***
	Paper Towels used monthly		
	Toilet Tissue used monthly		
	Seat Covers used monthly		

SAMPLE

EXHIBIT D

Google

Directions to 8275 Spring Mountain Rd, Las Vegas, NV 89117
8.3 mi – about **16 mins**



A 500 S Grand Central Pkwy, Las Vegas, NV 89106

	1. Head **southwest**	go 407 ft total 407 ft
	2. Turn right toward **S Grand Central Pkwy**	go 358 ft total 0.1 mi
	3. Turn left onto **S Grand Central Pkwy** About 2 mins	go 0.4 mi total 0.6 mi
	4. Turn right onto **W Charleston Blvd** About 47 secs	go 0.1 mi total 0.7 mi
	5. Turn left at the 1st cross street onto **S Martin L King Blvd**	go 0.3 mi total 1.0 mi
	6. Take the ramp onto **I-15 S** About 2 mins	go 1.8 mi total 2.8 mi
	7. Take exit **39** for **Spring Mountain Rd**	go 0.3 mi total 3.1 mi
	8. Keep right at the fork to stay on **Exit 39**, follow signs for **Spring Mountain Rd W** and merge onto **Spring Mountain Rd** Destination will be on the left About 10 mins	go 5.3 mi total 8.3 mi

B 8275 Spring Mountain Rd, Las Vegas, NV 89117

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2015 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.

CLARK COUNTY, NEVADA

V - BID FORM

BID NO. 603649-15

ANNUAL REQUIREMENTS CONTRACT FOR JANITORIAL SERVICES AT DESERT BREEZE RECREATION AND AQUATICS CENTER

_____
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.

DESCRIPTION	MONTHLY COST
1. Desert Breeze Recreation and Aquatics Center	$_____
TOTAL MONTHLY	$_____

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 ☐ NBE ☐ LBE 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.

NEVADA BUSINESS ENTERPRISE (NBE):

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

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE):

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

ATTACHMENT 1
BID NO. 603649-15
ANNUAL REQUIREMENTS CONTRACT FOR JANITORIAL SERVICES AT DESERT BREEZE RECREATION AND AQUATICS CENTER

SUBCONTRACTOR INFORMATION

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE 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 ☐ NBE

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

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

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

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

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

7. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

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

ATTACHMENT 2
BID NO. 603649-15
ANNUAL REQUIREMENTS CONTRACT FOR JANITORIAL SERVICES AT DESERT BREEZE RECREATION AND AQUATICS CENTER

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 603649-15 and Annual Requirements Contract for Janitorial Services at Desert Breeze Recreation and Aquatics Center (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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: **If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed.** If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
1. INSURANCE BROKER'S NAME ADDRESS	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	**3.** CARRIER'S
2. SUCCESSFUL BIDDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER B:	BEST KEY
	INSURER C:	RATING
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	$(D)	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$(E)	N/A
	CLAIMS-MADE X OCCUR.						MED EXP (Any one person)	$(F)	N/A
							PERSONAL & ADV INJURY	$(G)	1,000,000
							GENERAL AGGREGATE	$(H)	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$(I)	N/A
	POLICY X PROJECT LOC						**DEDUCTIBLE MAXIMUM**	**$**	**25,000**
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	$(M)	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	HIRED AUTOS							$	
	NON-OWNED AUTOS						**DEDUCTIBLE MAXIMUM**	**$**	**25,000**
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					WC STATU-TORY LIMITS / OTHER	$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$	
	describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – E.A. EMPLOYEE	$	
							E.L. DISEASE – POLICY LIMIT	$	

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

7. BID NO. 603649-15; ANNUAL REQUIREMENTS CONTRACT FOR JANITORIAL SERVICES AT DESERT BREEZE RECREATION AND AQUATICS CENTER.

8. CERTIFICATE HOLDER	CANCELLATION
CLARK COUNTY, NEVADA C/O PURCHASING AND CONTRACTS DIVISION GOVERNMENT CENTER, FOURTH FLOOR 500 S. GRAND CENTRAL PARKWAY P.O. BOX 551217 LAS VEGAS, NV 89155-1217	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **9.** AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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SAMPLE

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 INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

SAMPLE

ATTACHMENT 3
BID NO. 603649-15
ANNUAL REQUIREMENTS CONTRACT FOR JANITORIAL SERVICES AT DESERT BREEZE RECREATION AND AQUATICS CENTER

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. 603649-15, entitled Annual Requirements Contract for Janitorial Services at Desert Breeze Recreation and Aquatics Center;
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), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

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

Women Owned Business Enterprise (WBE):
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

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

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

Veteran Owned Enterprise (VET):
A Nevada business at least 51% owned/controlled by a veteran.

Disabled Veteran Owned Enterprise (DVET):
A Nevada business at least 51% owned/controlled by a disabled veteran.

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

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

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

Number of Clark County Nevada Residents employed by this firm.

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed:

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

Signature _____ Print Name _____

Title _____ Date _____

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

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

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

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

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

For County Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative