University Medical Center of Southern Nevada
Contract Management Department

CONFIRMATION FORM
for
RECEIPT OF BID NO. 2013-20

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 sent to you.

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. BID NO. 2013-20

DESCRIPTION: UMC Landscaping Services

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:

__ Clark County website __ Received directly from UMC ____ Las Vegas Review Journal __ Plan Room

FAX THIS CONFIRMATION FORM TO: (702) 383-2609
Or EMAIL TO: larry.silver@umcsn.com
TYPE or PRINT CLEARLY

TABLE OF CONTENTS

TABLE OF CONTENTS i

INVITATION TO BID ii

HELPFUL BID INFORMATION iii

INSTRUCTIONS TO BIDDERS I-1

GENERAL CONDITIONS II-1

SPECIAL CONDITIONS III-1
- QUALIFICATION CLAUSES III-1
- DELIVERY CLAUSES III-2
- LABOR CLAUSES III-5
- PERFORMANCE CLAUSES III-6

TECHNICAL SPECIFICATIONS IV

SCOPE OF WORK / MAPS ..... EXHIBIT A

PLANT REPLACEMENT LIST ..... EXHIBIT B

BID FORM V
DISCLOSURE OF OWNERSHIP/PRINCIPALS V-1

CONTRACT REQUIREMENTS AND FORMS ..... ATTACHMENT 1
- INSURANCE REQUIREMENTS 1-1
- CERTIFICATE OF INSURANCE FORM 1-2
- ENDORSEMENT FORM 1-3

AFFIDAVIT ..... ATTACHMENT 2

PERFORMANCE BOND FORM ..... ATTACHMENT 3

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

INVITATION TO BID

BID NO. 2013-20
UMC LANDSCAPING SERVICES

University Medical Center of Southern Nevada (UMC) is seeking bids for Landscaping Services.

The bid package is available as follows:

1. Pick up - University Medical Center, 800 Rose Street, Suite 408, Las Vegas, Nevada 89106.

2. By Electronic Mail or Mail – Please email a request to Contracts Management at larry.silver@umcsn.com specifying project number and description. Be sure to include company address, phone and fax numbers, email address or call (702) 207-8291.

- Internet – Visit the Clark County website (www.clarkcountynv.gov/purchasing). Click on "Current Opportunities", listed under University Medical Center, locate the appropriate document in the list of current solicitations.

A <u>mandatory</u> Pre-Bid Conference will be held on Thursday November 7, 2013 at 10:00 am, in Conference Room H, 4th floor, Trauma Building, 800 Rose St., Las Vegas, Nevada.

Bids will be accepted at the University Medical Center address specified above on, or before**, Wednesday November 27, 2013 at 2:00:00 pm in Trauma Building, Suite 409 and opened immediately following in Conference Room G**. Bids are time-stamped upon receipt. Bids time-stamped after 2:00:00 P.M. will be recorded as late, remain unopened, and will be formally rejected.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review-Journal
October 21, 2013

HELPFUL BID INFORMATION

DID YOU KNOW THAT IMPORTANT INFORMATION RELATED TO THE PURCHASING PROCESS AT UMC IS AVAILABLE 24-HOURS A DAY, 7 DAYS A WEEK? HERE'S WHERE YOU CAN FIND THIS VALUABLE INFORMATION:

INTERNET

All UMC solicitations are now posted on the Internet at http://www.clarkcountynv.gov/Purchasing, as well as other important and useful purchasing related information. The solicitations are listed under **"Current Opportunities"** and scroll down to UMC. To locate a specific solicitation browse the list by **Number and/or Title.** You can then click on the selected solicitation **Number**, which will take you to a **Details Page, containing Project Information and links to all Project Related Documents,** with the exception of Construction Specifications and Drawings, which must be obtained directly from the Purchasing and Contracts front desk (see Pick-up and Mail instructions on the previous page).

PREBID CONFERENCE ATTENDANCE

WE WANT YOU!

You have received this "Invitation to Bid" with the anticipation of doing business with UMC. You are encouraged to attend the prebid conference, if one is offered; because it gives you the opportunity to ask questions you may have regarding the bid document, the bid requirements, and the bidding process. At the prebid conference, the entire bid document is reviewed and questions from the attendees are answered.

*** Some prebid conferences have a mandatory attendance requirement; please review the bid document carefully.**

The date and time of the prebid conference (if applicable) is provided for on the cover page of the bid document. SEE YOU THERE !

NEED ASSISTANCE?

The Clark County Business Development Division works with the UMC Contracts Management Department to expand the economic prospects of all disadvantaged groups in the business community, and promotes full and open competition in all purchasing activities. If you have questions concerning how to prepare a bid, information that is available to you, or you would like to discuss business opportunities within Clark County, please contact Sandra Mendoza-Avila at telephone number (702) 455-4184.

I – INSTRUCTION TO BIDDERS

BID NO. 2013-20
UMC LANDSCAPING SERVICES

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 UMC, via Contracts Management Department, 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 sitting as the UMC Board of Hospital Trustees.

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

D. **Bid (UMC):** A competitive solicitation by UMC 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 UMC 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 vendor who submits a bid to UMC.

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. **UMC**: The term used throughout these documents to mean University Medical Center of Southern Nevada.

K. **Governing Body**: Used throughout these documents to mean the Clark County Board of Commissioners sitting as the UMC Board of Hospital Trustees.

L. **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.

M. **Purchasing Administrator:** The UMC Purchasing Administrator or their designee responsible for the UMC Contracts Management Department.

N. **Purchase Order:** The formal authorization by UMC for seller to provide goods or services to UMC. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.

O. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.

P. **Service Call:** To include Services at the UMC Main Campus and several outlying locations in the Las Vegas Valley. Service shall also include after hours call outs as required by UMC.

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. TENTATIVE DATES AND SCHEDULE

Bid Published in Las Vegas Review-Journal	Monday October 21, 2013
Mandatory Pre-Bid Conference **(10:00 am)**	Thursday November 7, 2013
Final Date to Submit Questions	Wednesday November 20, 2013
Last Day for Addendums	Friday November 22, 2013
Bid Responses Due **(2:00:00 pm)**	**Wednesday, November 27, 2013**
Estimated Contract Award	December 6, 2013

4. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Larry Silver, Sr. Management Analyst, telephone number (702) 207-8291 or via email at larry.silver@umcsn.com. Afterward, the designated contact will be John Rendall, Director of Environmental Services, Environmental Services Department, telephone number (702) 383-2304.

5. CONTACT WITH UMC DURING BIDDING PROCESS

Communication between a Bidder and a member of the BCC, or between a Bidder and a non-designated UMC 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.

6. **MANDITORY** PREBID CONFERENCE

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

7. ADDENDA AND INTERPRETATIONS

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

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 UMC. UMC 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, email, fax, online or pick up by all perspective 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.

8. DOCUMENT REVIEW

Bidders may visit the Contracts Management Department, 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 the Designated Contact above to schedule your appointment.

9. 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 UMC. If there is no cost for a unit price, the Bidder **MUST** enter"0" or write the words "NO COST".

10. 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.

11. ADDITIONAL BIDS OPTIONAL

Bidders may submit more than one bid as long as all such bids comply with, or exceed, the bid terms, conditions and specifications.

12. DEVIATIONS TO TERMS AND CONDITIONS

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

13. DURATION OF OFFER

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

14. BIDDER'S REPRESENTATION

Each Bidder by submitting their Bid represents that:

A. Bidder has read and understands the Bidding Documents and asserts that its bid is made in accordance therewith and shall be considered a firm offer for a period of ninety (90) calendar days following the opening of bids. The Bidder's offer may expire at the end of the ninety (90) calendar day period.

B. 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.**

15. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title. Bidders are requested to submit one (1) original and one (1) copy of the Bid Form and one (1) copy of all requested attachments unless otherwise specified. No responsibility will attach to UMC, 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 2:01:00 p.m. based on the time clock at the UMC Materials Management front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR EMAILED 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
University Medical Center	University Medical Center	University Medical Center
Materials Management	Materials Management	Materials Management
Trauma Center Building	1800 West Charleston Blvd	800 Rose Street, Suite 409
800 Rose Street, Suite 409	Las Vegas, Nevada 89102	Las Vegas, Nevada 89106
Las Vegas, Nevada 89106		
Bid No. 2013-20	Bid No. 2013-20	Bid No. 2013-20
UMC Landscaping Services	UMC Landscaping Services	UMC Landscaping Services

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

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

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

16. COST TO PREPARE AND SUBMIT RESPONSE

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

17. WITHDRAWAL OF BID

A. Before Bid Opening

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

B. After the Bid Opening

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

18. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of CONTRACT, and other objective and accountable factors which are reasonable. UMC 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, UMC may re-award CONTRACT if SUCCESSFUL BIDDER is found to be in breach of contract. Re-awarding the CONTRACT by UMC is not a waiver of any liability of the initial Bidder awarded CONTRACT.

19. REJECTION OF BID

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

20. DISQUALIFICATION OF BIDDERS

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

A. Failure to use the specified Bid Form furnished by UMC.

B. Lack of signature by an authorized representative.

C. Failure to properly complete the Bid Form.

D. Evidence of collusion among Bidders.

E. Unauthorized alteration to content of the Bid Form.

F. Failure to acknowledge all addenda issued

21. TIE-BIDS

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

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

22. NOTIFICATION OF INTENT TO AWARD

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

23. PROTESTS

A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Purchasing Analyst, within five (5) business days after UMC 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 cashiers check, money order or certified check, to UMC 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, UMC may make a claim against the bond or other security in an equal amount to the expenses incurred by UMC because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

24. METHOD OF AWARD

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

25. NOTICE OF AWARD

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

26. INITIAL TERM

The initial term of CONTRACT shall be from three (3) years from date of award. Thereafter, unless terminated, cancelled or extended as otherwise provided herein.

27. CONTRACT RENEWAL

UMC reserves the option to renew CONTRACT for one (1) additional, two (2) year period(s) from its initial term expiration date. Any and all renewals will be authorized via letter and purchase order by UMC.

28. CONTRACT EXTENSION

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

29. INSURANCE

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

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate 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 4** 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 coverages in its bid price(s). SUCCESSFUL BIDDER shall provide UMC with proof of insurance as specified within ten (10) calendar days after UMC request.

SUCCESSFUL BIDDER shall obtain and maintain the insurance coverages required in **Attachment 3,** incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in **Attachment 3.** All Bidders shall include the cost of the insurance coverages in their bid price(s).

30. FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverages required herein, UMC 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. UMC may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.

31. PERFORMANCE BOND

Prior to execution of CONTRACT, SUCCESSFUL BIDDER shall furnish a "Faithful Performance Bond" in the amount of one-hundred (100) percent of the bid price. SUCCESSFUL BIDDER shall pay all premiums and costs of bonds. **The performance bond shall be written on the form provided by UMC Attachment 5.** SUCCESSFUL BIDDER shall require the attorney-in fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of their power of attorney. **The performance bond prepared by an appointed agent of insurance per the provisions of Nevada Revised Statutes Chapter 683A.** The performance bond must be issued by a certified surety who is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570, Current Revision) or companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies.

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

32. LIQUIDATED DAMAGES - INSURANCE / PERFORMANCE BOND SUBMITTAL

If SUCCESSFUL BIDDER does not provide the insurance or performance bond submittals on or before the 10th calendar day, SUCCESSFUL BIDDER will pay over to UMC the amount of $100 per business day as liquidated damages. If SUCCESSFUL BIDDER does not keep the insurance policy or performance bond in effect or allows them to lapse, SUCCESSFUL BIDDER will pay over to UMC the amount of $100 per calendar day as liquidated damages.

33. ADDITIONAL BUILDINGS OR FACILITIES

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

34. COOPERATION BY SUCCESSFUL BIDDER(S)

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

35. PRICE ADJUSTMENT REQUESTS

Prices shall not be subject to change during the initial contract term. Price adjustment requests may be made annually thereafter. The first price adjustment request may be made 60 calendar days prior to the 3rd anniversary of the contract. All price adjustment requests, including suitable proof, shall be submitted, at least 60 calendar days in advance of the anniversary date of the Contract to the University Medical Center, Contracts Management, 1800 West Charleston Boulevard, Las Vegas, NV 89102. Price increases shall not be retroactive. A price adjustment can only occur if the SUCCESSFUL BIDDER has been notified in writing of UMC's approval of the new Price(s). Only one written price adjustment request(s) will be accepted from the SUCCESSFUL BIDDER each year. 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.

Suitable Proof: Print-out of price index and calculated increase/decrease for material(s).

Producer Price Index:

The price adjustment per annual request may be the lesser of percent of PPI change for the 12 month period or 3 percent for an increase or decrease.

Price Decrease: Owner shall receive the benefit of a price decrease to any item during a annual period if the PPI decreases. If, at the point of exercising the price adjustment provision, market indicators and the PPI shows that the prices have decreased, and that the SUCCESSFUL BIDDER has not passed the decrease on to UMC, UMC reserves the right to place the SUCCESSFUL BIDDER in default, terminate the contract, and such actions will reflect adversely against the SUCCESSFUL BIDDER in determining the responsibility and non-responsibility of the SUCCESSFUL BIDDER in future opportunities.

49. 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 UMC'S representative prior to the commencement of work.

50. **Business License Requirements**

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

a. Clark County Business License is Required if:

1. A business is physically located in unincorporated Clark County, Nevada.
2. The work to be performed is located in unincorporated Clark County, Nevada.

b. Register as a Limited Vendor Business Registration if:

1. A business is physically located outside of unincorporated Clark County, Nevada
2. A business is physically located outside the state of Nevada.

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

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

II -GENERAL CONDITIONS

BID NO. 2013-20
UMC LANDSCAPING SERVICES

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 UMC and any sureties.

2. AUDITS

The performance of CONTRACT by SUCCESSFUL BIDDER is subject to review by UMC to insure CONTRACT compliance. SUCCESSFUL BIDDER agrees to provide UMC 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

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

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. UMC’S PROPERTY

All property owned by UMC and furnished to SUCCESSFUL BIDDER for the purpose of performance under this Bid will be identified and marked as UMC’s property and adequately insured by SUCCESSFUL BIDDER for UMC’s protection. In the event that UMC’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 UMC for the value or expense of replacement, whichever is greater in accordance with UMC 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, UMC 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 UMC 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 UMC Chief Executive Officer or their designee.

10. DISCLOSURE OF OWNERSHIP / PRINCIPALS

Any Bidder recommended for award of CONTRACT by the BCC is required to provide the information on the attached "Disclosure of Ownership/Principals" form. **The form shall be submitted with the Bid. Failure to fill out and provide the subject form with the Bid 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 UMC 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. FALSE CLAIMS ACT

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Under the False Claims Act, a provider may face civil prosecution for knowingly presenting reimbursement claims: (1) for services or items that the provider knows were not actually provided as claimed; (2) that are based on the use of an improper billing code which the provider knows will result in greater reimbursement than the proper code; (3) that the provider knows are false; (4) for services represented as being performed by a licensed professional when the services were actually performed by a non-licensed person; (5) for items or services furnished by individuals who have been excluded from participation in federally-funded programs; or (6) for procedures which the provider knows were not medically necessary. Violation of the civil False Claims Act may result in fines of up to $11,000 for each false claim, treble damages, and possible exclusion from federally-funded health programs. Accordingly, all employees, volunteers, medical staff members, vendors, and agency personnel are prohibited from knowingly submitting to any federally or state funded program a claim for payment or approval that includes fraudulent information, is based on fraudulent documentation or otherwise violates the provisions described in this paragraph.

b. UMC is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, UMC has established and will maintain a Corporate Compliance Program, has a Corporate Compliance Officer, and operates an anonymous 24-hour, seven-day-a-week compliance Hotline. SUCCESSFUL BIDDER is expected to immediately report to UMC's Corporate Compliance Officer directly at (702) 383-6211, through the Hotline (888) 691-0772, or the website at http://umcsn.alertline.com, or in writing, any actions by a medical staff member, UMC vendor, or UMC employee which SUCCESSFUL BIDDER believes, in good faith, violates an ethical, professional or legal standard. UMC shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. UMC is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem.

14. 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.

15. FISCAL FUNDING OUT

UMC reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If UMC 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.

16. 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 UMC satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

17. 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.

18. 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:

1. Amendment
2. General Conditions
3. Addenda
4. Instructions to Bidders
5. Federal Requirements (If Applicable)
6. Special Conditions
7. Technical Specifications

19. 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 UMC 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 UMC for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

20. 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 UMC 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

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, UMC 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. INVOICE AUDITS

SUCCESSFUL BIDDER shall provide to UMC, within ten (10) business days of UMC'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 UMC'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 UMC. In the event that SUCCESSFUL BIDDER undercharged UMC, UMC shall reimburse SUCCESSFUL BIDDER within ten (10) business days. In the event that SUCCESSFUL BIDDER overcharged UMC, SUCCESSFUL BIDDER shall reimburse UMC within ten (10) business days. If overcharges are found, UMC may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

22. 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 UMC 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, UMC may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

23. NON-ENDORSEMENT

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

24. NON-EXCLUDED HEALTHCARE PROVIDER

SUCCESSFUL BIDDER represents and warrants to UMC that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. SUCCESSFUL BIDDER represents and warrants to UMC that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such SUCCESSFUL BIDDER or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

25. OUT OF STATE SUPPLIERS

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

26. PARTIAL PAYMENTS

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

27. PATENT INDEMNITY

A. SUCCESSFUL BIDDER hereby indemnifies and shall defend and hold harmless UMC, 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 UMC, 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 UMC; provided that UMC 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 UMC.

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.

28. PUBLIC RECORDS

UMC 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 UMCs 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.

29. 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.

30. RIGHT OF INSPECTION AND REJECTION

All goods and services purchased under this bid will be subject to inspections, tests and approval/acceptance by UMC. 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 UMC'S delivery to common carrier or retrieved by SUCCESSFUL BIDDER at which time risk of loss will pass to SUCCESFUL BIDDER at time of retrieval.

31. 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.

32. SUBCONTRACTS

Services specified in CONTRACT shall not be subcontracted by SUCCESSFUL BIDDER, without the written approval of UMC. Approval by UMC of SUCCESSFUL BIDDER'S request to subcontract or acceptance of or payment for subcontracted work by UMC 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 UMC caused by negligent performance or non-performance of services performed under CONTRACT by SUCCESSFUL BIDDER'S subcontractor.

33. 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 UMC 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 UMC. SUCCESSFUL BIDDER shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

34. SUSPENSION BY UMC FOR CONVENIENCE

A. UMC 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 UMC may determine.

B. In the event UMC 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 UMC. Equitable adjustment shall be based on appropriated funds and approval by UMC.

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

35. TAXES

UMC 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.

36. TERMINATION FOR CAUSE

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

37. TERMINATION FOR CONVENIENCE

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

38. TITLE AND RISK OF LOSS

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

39. USE BY OTHER GOVERNMENT ENTITIES

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

III - SPECIAL CONDITIONS

BID NO. 2013-20
UMC LANDSCAPING SERVICES

1. DOCUMENTATION SUBMITTAL REQUIRED BY ALL BIDDER'S

Bidder shall furnish the following information and documentation **with the Bid documents**:

A. BIDDER shall designate a Manager to provide management and oversight. Provide name, phone number and e-mail address of Manager. Should another Manager be assigned during the term of this CONTRACT, it is SUCCESSFUL BIDDER'S responsibility to notify UMC, in writing, within ten (10) calendar days of the change; and

B. Copies of (industry standard) certification for BIDDERs' employees assigned to perform services on UMC'S equipment or property. Any new employee hired by BIDDER, shall be required to submit to UMC; and

C. BIDDER shall provide documentation showing they have a minimum of five (5) years professional commercial landscaping services; and

D. BIDDER shall provide the Name, address and phone number of four (4) firms, including government agencies, in the Las Vegas, Nevada area for which BIDDER is currently performing for or has performed services in like kind to those specified in this Bid; with at least three (3) years continuous service performing landscaping related work; and

E. BIDDER shall provide a completed "Disclosure of Ownership" form; and

F. BIDDER shall provide a financial statement(s) that reflect the Bidder's financial ability to support this Contract; and

G. BIDDER shall provide a copy of its current C-10 Landscaping License with a limit of $500,000 or greater issued by the State of Nevada Contractors Board in accordance with Nevada Revised Statues 624.280. Proposer's license limit amount shall exceed the amount of the BID. If the PROPOSER's license limit amount is less than the amount on the BID, your BID will be rejected. A photocopy of your license shall be attached and submitted with the BID; and

H. BIDDER shall provide a copy of current applicable Clark County Business License.

2. ENGLISH SPEAKING REPRESENTATIVE

UMC 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 PROVIDER REQUIREMENTS

A. SUCCESSFUL BIDDER'S employees assigned to perform under CONTRACT must have at least two (2) years of experience. Replacement employees must also meet the two (2) years of experience qualification unless SUCCESSFUL BIDDER receives a waiver in writing from UMC to approve an employee with less than two (2) years of experience;

B. SUCCESSFUL BIDDER is required to maintain all required licensing and certifications to provide services at all of UMC'S facilities contained herein.

4. WORKING HOURS/OVERTIME

The normal business day for UMC'S employees is 7:00 AM to 5:00 PM PST, Monday through Friday, except legal holidays, as specified in this document. At UMC'S discretion, seasonal adjustments in the hours of the normal business day may be made.

The normal jobsite hours of access are 6:00 AM to 6:00 PM PST, Monday through Friday. At UMC'S discretion, seasonal adjustments in the hours of the normal business day may be made.

All work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to UMC.

SUCCESSFUL BIDDER shall pay for the overtime of all UMC'S agents and employees who, as a result of the SUCCESSFUL BIDDER'S operation, are required to perform inspection, surveying or testing beyond the normal hours, as specified above, and during legal holidays of UMC, as specified above. Should SUCCESSFUL BIDDER elect to work on a holiday, and needs the County to inspect, SUCCESSFUL BIDDER shall prearrange inspection by written request at least forty-eight (48) hours in advance.

SUCCESSFUL BIDDER shall not be required to pay for the overtime of UMC'S agents and employees if such hours are required by the work of CONTRACT.

5. HOURS OF SERVICE

A. Normal business hours for SUCCESSFUL BIDDER'S Service Stations shall include at minimum Monday through Friday, 6:00 a.m. to 3:00 p.m. PST.

B. During the hours of hours of 7:00 AM to 4:00 PM PST, UMC'S Departments and SUCCESSFUL BIDDER shall coordinate service through UMC'S Environmental Services. During the hours of 4:00 PM 7:00 AM, service shall be coordinated with John Rendall, Director of Environmental Services (702) 743-7313 or other representative as designated by UMC. This is to ensure access to UMC'S facilities and the least disruption to UMC at all locations.

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 UMC.

7. REMOVAL OF EMPLOYEE

UMC 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 UMC.

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. 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. UMC 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 UMC'S representative. If barricades are needed to insure safety, the SUCCESSFUL BIDDER shall provide them at no cost to UMC.

10. 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, UMC'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 UMC on all security matters and shall promptly comply with any project security requirements established by UMC. 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 UMC in a timely manner.

11. PROHIBITED ACTIVITIES WHILE ON UMC'S PROPERTIES

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

12. INGRESS AND EGRESS OF FACILITIES

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

13. DAMAGE TO UMC PROPERTY

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

14. PERFORMANCE REQUIREMENTS

A. UMC considers SUCCESSFUL BIDDER to be an expert in the local, state and federal laws, regulations and codes applicable to the services described herein. When, in the opinion of SUCCESSFUL BIDDER, UMC is not in compliance with applicable laws, regulations, or codes, SUCCESSFUL BIDDER shall immediately notify UMC and make recommendations to bring the buildings, facilities and equipment up to standard. Furthermore the laws, regulations, and codes are to be recognized as a minimum allowable standard of such; and

B. All services performed, parts or material installed and equipment used in the performance of services under CONTRACT shall be subject to inspection and testing by UMC to insure compliance with CONTRACT and industry standard. SUCCESSFUL BIDDER shall not charge processing fees for any warranty related work

Any services performed that are deemed by UMC not in conformity with the specifications of CONTRACT or industry standard shall require SUCCESSFUL BIDDER to perform services again within two (2) calendar days at no additional cost to UMC. Consistent sub-standard performance or quality of work may result in the termination of CONTRACT. Consistent sub-standard performance or lack of adherence to safety standards shall result in the permanent removal of SUCCESSFUL BIDDER'S employees from performing work on UMC'S property.

C. WORK PLAN

Immediately following award, SUCCESSFUL BIDDER shall develop a maintenance work plan for each of UMC'S facilities. This work plan shall include at minimum, dates of performance of Annual Inspections, Monthly Operating Inspection and any other services deemed necessary or preventive maintenance plan as required for each location. The work plan shall include the dates of last service, the dates of next service, the time required to complete service in hours.

The work plan shall be a living document that is continuously updated and shared with UMC for the duration of CONTRACT.

D. SERVICE LOGS AND SERVICE TICKETS

SUCCESSFUL BIDDER shall maintain in each of UMC'S facilities a hardbound "log" book of all services performed at that facility including but not limited to, a comprehensive history of all inspections, incidents, adjustments, landscaping services and repairs. All log books are to remain at UMC'S facility at all times. SUCCESSFUL BIDDER shall be responsible for ensuring that all log entries are comprehensive and legible. All log books and their contents are the property of UMC and are open to inspection at any time.

15. NORMAL RESPONSE TIME

Response time to be on site, for call-out or call-back services in the Las Vegas Valley area shall be within twenty-four (24) hours from the time UMC'S designated representative calls the 24-hour service. The response time for rural areas shall be twenty-four (24) hours from the time designated representative calls the 24-hour service. If requested at time of call out or call back, SUCCESSFUL BIDDER'S representative shall provide an estimated time of arrival to UMC'S designated representative.

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

16. SERVICES AND EMERGENCY REPAIR

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

B. SUCCESSFUL BIDDER shall have twenty-four (24) hours per day, seven (7) days per week answering service, three-hundred and sixty-five (365) days a year. SUCCESSFUL BIDDER'S representative shall contact UMC'S designated representative within sixty (60) minutes to acknowledge receipt of emergency call back.

C. SUCCESSFUL BIDDER shall maintain the necessary inventory of parts and materials required to meet the performance timeframes of CONTRACT. All invoices for repair services shall have a breakout for labor and materials costs separately. UMC recognizes the vast variation of parts required to maintain numerous buildings and facilities for UMC. If a service call or repair requires overnight shipping to meet the performance timeframes of CONTRACT, SUCCESSFUL BIDDER shall obtain approval, in the form of an e-mail or fax, from UMC'S designated representative in order for shipping to be reimbursed. The invoice shall breakout, labor, parts, and shipping in this case. UMC will only pay shipping for the items pertinent to the referenced service call or repair.

D. SUCCESSFUL BIDDER shall complete service calls or repairs within twenty-four (24) hours after being notified by UMC that a building or facility requires service. If service call or repair cannot be completed within twenty-four (24) hours, SUCCESSFUL BIDDER shall notify UMC in writing to include estimated time of completion. In these instances, UMC reserves the right to procure services from another Supplier. Any additional costs incurred by UMC above and beyond SUCCESSFUL BIDDER'S price will be credited to UMC on SUCCESSFUL BIDDER'S next invoice.

E. SUCCESSFUL BIDDER shall ensure that should service call or repair not be completed in a timely manner, SUCCESSFUL BIDDER shall secure the building or facility until such a time as repair / services can be completed. At all times, SUCCESSFUL BIDDER shall notify UMC'S representative prior to leaving UMC'S premises of actions taken.

17. INVOICING REQUIREMENT

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

18. SUCCESSFUL BIDDER QUALITY CONTROL PROGRAM

SUCCESSFUL BIDDER shall establish a complete Quality Control Program (QCP) to ensure the requirements of CONTRACT are provided as specified. SUCCESSFUL BIDDER shall provide a copy of their QCP to UMC at CONTRACT kick-off meeting. The QCP shall be a system for identifying and correcting deficiencies in the quality of service, before the level of performance becomes unacceptable and UMC points out the deficiencies. The program shall include but not be limited to the following:

A. An inspection system which is tailored to the specific facility being serviced and which covers all services stated in CONTRACT. Include the name of each management individual who will perform the inspections. It is not permissible for the person who performs the work to inspect and accept that work. SUCCESSFUL BIDDER and their employees, who will complete inspections, shall be identified by title and type of inspection each is authorized to perform;

B. A local file of all inspections conducted by SUCCESSFUL BIDDER and the corrective action taken. This documentation shall be made available to UMC monthly during the terms of CONTRACT. UMC may compare inspections performed by SUCCESSFUL BIDDER'S inspectors against actual conditions which exist at that point in time; and

C. Failure by SUCCESSFUL BIDDER to implement the approved plan and pursue it diligently from the commencement of CONTRACT may result in termination of CONTRACT.

19. 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 UMC 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.

20. DISPUTES

Any dispute relating to CONTRACT after award shall be resolved through good faith efforts upon the part of SUCCESSFUL BIDDER and UMC. 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 UMC, pending resolution of any dispute.

21. CONTRACT PERFORMANCE CUSTOMER SURVEY (NEW)

Periodically during the life of CONTRACT, UMC 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 UMC 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.

22. 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.

23. STORAGE OF MATERIALS

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

24. 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, UMC may accomplish the same at SUCCESSFUL BIDDER'S expense.

IV - TECHNICAL SPECIFICATIONS
BID NO. 2013-20
UMC LANDSCAPE MAINTENANCE

INTENT:

It is the intent of these specifications to provide landscape maintenance services that will conform to the specifications, and be suitable for continuous use by UMC. The replacement items/parts offered under this contract shall be new, unused, the current production model and conform to the specifications provided below.

The services provided shall comply with all Federal and State of Nevada Emission Control Regulations, and Safety Standards in effect at the time services is performed for the UMC.

These specifications shall be construed as minimum requirements.

1. GENERAL REQUIREMENTS
Work performed under this contract shall include, but is not limited to, providing all labor, materials, equipment, tools, and services required to provide full professional landscape maintenance which incorporates maintaining of ground covering, pruning of shrubs, trash clean-up, weed control, maintaing the decorative rock as well the vegetated areas, applying herbicide, maintaining the components of the irrigation system.

2. WORK
This contract is based on a weekly scheduled landscape management program. Designed to provide one or more of the following services as necessary.

Shrubbery Maintenance -Trimming and pruning of plant material

Recommended Shrubbery Chemical Applications -Weed elimination, clearing of planting beds.

Roadway Maintenance-The main roadways shall be mechanically swept or blown clean twice monthly, as a minimum.

Garbage, Debris and branches shall be removed from the landscape during services. All walkways shall be kept clear of debris from the maintenance operation.

3. WEED CONTROL
The Contractor shall maintain a weed free environment in all area shown on the maps in Exhibit A. In the event the Contractor chooses to utilize a chemical herbicide, the following shall apply:

Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since many areas may be open for public access during application. Submit list of chemicals to the UMC's designated representative for review prior to application. Contractor shall not apply any chemicals prior to UMC's approval.

Spot treat with a UMC approved herbicide as per manufacturer's recommendation. Water shall not be applied to treated areas for forty-eight (48) hours after each application or in accordance with manufacturer's recommendations.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.

Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.

After complete kill, all dead weeds shall be removed from area.

4. PRUNING AND TRIMMING
The Contractor shall notify UMC's designated representative of any trees which are downed, dying or need to be replaced.

a. Trees and palm trees; Clearance pruning – once per year.
b. Groundcover thinning – as needed.
c. Pruning plant material for vehicular and pedestrian visibility and access: once per year, or as required by UMC.

5. SHRUB MAINTENANCE

- Prune Shrubs to encourage healthy growth habits and for shape, in order to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs, walkways and within planters by trimming. Under no circumstances shall hedge shears be used as a means of pruning. The trimmed height of all shrubs is to be no greater than 30" above the adjacent street grade or as otherwise specified by the UMC's designated representative.
- All cuts shall be made sufficiently close, flush, if possible, to the parent stem so that healing can readily start under

normal conditions.

- All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline.

- Miscellaneous pruning and trimming may be required on an as needed basis as determined by the UMC's designated representative and shall be performed by the Contractor at their sole cost and expense.

- Remove and legally dispose of all clippings the same day that plant materials are pruned or trimmed.

6.REPLACEMENT OF PLANT LIFE
All replacement of vegetation shall be readily available from suppliers, within fifteen (15) calendar days.

7. GROUND COVER
All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain a neat edge along planter and roadway curb edges. Any runners that start to climb shrubs shall be pruned out of these areas. Plant ties shall be check frequently and retied to prevent girdling. Contractor shall haul all dead plant materials to approved dumpsite.

- The Contractor shall provide the necessary tools and equipment for this work at no additional cost to UMC.

8. IRRIGATION SYSTEM

- Contractor shall maintain in an operational state, at all times, automatic controllers, backflow devices, control valves, gate valves, risers, quick couplers, and emitters. All irrigation systems shall be regularly inspected, tested and maintained in accordance with the specifications and frequencies specified herein.

- The Contractor shall be responsible to make minor repairs to the system, for which Contractor shall not receive any additional compensation, as part of the contract. Stocking of replacement parts will be the responsibility of the Contractor.

9. CONTRACTOR RESPONSIBILITIES
- Cleaning and adjusting all drip valve assemblies, ball valves, air release valves, manual drain valves, cluster control units and other irrigation equipment as directed by the UMC's designated representative to insure the continual and proper operation of the irrigation system.

- Routine adjustment, flushing, operation and repair of the subsurface irrigation systems.

- Routine adjustment operation and repair of all backflow prevention devices, master valves, flow sensors, fertilizer injection systems, ball valves, pressure supply lines, drip valve assemblies, flush valve assemblies, manual drain valves, air release valves.

- Stock replacement parts, special tools, and operation and maintenance manuals for each type of equipment used.

- Irrigation malfunctions that create a water leakage shall be stopped or isolated with 24 hours. Any damage to the landscaping or roadway resulting from a irrigation malfunction shall be the responsibility of the Contractor

10. CODES AND STANDARDS
The Contractor shall be responsible for complying with regulations of all local, state, and federal agencies having jurisdiction over any portion of the work to be performed under this contract.

11. COORDINATION OF WORK
Contractor shall be responsible for coordinating all work to be performed under this project with the Director of Environmental Services, who can be reached at phone (702) 383-2304.

12. CONTRACTOR`S QUALIFICATIONS
Contractor shall have a minimum of five (5) years experience in professional landscape and lawn care maintenance.

13. CONTRACTORS WORK HOURS
All normal work for this contract shall be performed during normal daylight hours. Any exceptions will require the written approval of the Director of Environmental Services.

14. SUPERVISION AND LABOR
The Contractor shall provide a competent supervisor satisfactory to the Director of Environmental Services, authorized to act for the Contractor. The Contractor shall promptly remove from the work site premises any supervisor or employee whose work or conduct is not satisfactory to the Director of Environmental Services.

The Contractor's supervisor shall be on the premises at all times during working hours and in charge of the work on behalf

of the Contractor. The Contractor shall enforce strict discipline and good order among the Contractor's employees. The Contractor shall exercise the necessary supervision and control to prevent Contractor's employees from violating any rules and regulations.

15. SITE ACCESS ON UMC FACILITIES
Access to the sites shall be through public streets and public right of way.

16. SAFETY
The successful Contractor agrees to adhere to and enforce all applicable local, state, federal, and OSHA safety regulations.

Contractor shall provide safety barriers, as required, to clearly identify the working area and to prevent others from accessing the work area. This safety zone shall be sufficiently sized to prevent damage to others or existing facilities and structures. Upon completion of the work, Contractor shall remove the safety barriers from the work area. Contract shall provide for their staff quality made reflective safety vests to be worn at all times when working along roadways.

Any accidents, injuries, fires or other incidents of a serious nature or incidents requiring emergency response must be reported immediately to the UMC's Department of Public Safety at (702) 383-1810.

17. CERTIFICATION OF LINES AND DIMENSIONS
Care shall be taken to protect any existing survey markers. If such markers are destroyed, it shall be the responsibility of the contractor to have markers reestablished.

18. DEBRIS
Do not permit debris or unsalvageable material resulting from the work to accumulate on the site.
Remove debris as rapidly as it accumulates.
Do not dispose of debris in waterways.
Provide for off-site disposal areas.

19. MAINTAINING TRAFFIC
Accomplish work with minimum interference to pedestrian and vehicular traffic.

20. UNDERGROUND UTILITIES
Call before you dig. Contractor to call 811 at least forty-eight (48) hours prior to digging.

21. CONTRACTORS PERFORMANCE
The contractor shall perform all work required as necessary to fulfill the intent of the contract. All work shall be performed in a professional manner, noise kept to a minimum, and work staged from a location on the site as to not interfere with the users access to entrances to buildings and parking facilities.

22. WATERING SCHEDULE
Water usage shall not exceed amount required to comply with irrigation schedules established by the CONTRACTOR and approved by the UMC. CONTRACTOR may be liable for all excessive utility usage due to CONTRACTOR'S failure to monitor irrigation system malfunctions or other unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor to be deducted from payments to CONTRACTOR from UMC and will be presented to the CONTRACTOR by the UMC prior to actual deduction to allow for explanations.

1. The CONTRACTOR must comply with all water conservation guidelines set forth by the Southern Nevada Water Authority (SNWA). CONTRACTOR must comply with the watering schedule specified for each physical address listed in Exhibit A, and other facilities in accordance with the watering group assignment. See www.snwa.com for the proper schedule.

2. It is the CONTRACTOR'S responsibility to set and maintain the watering schedule as set forth by SNWA.

3. Any water-waste fee imposed against the UMC due to CONTRACTOR'S negligence to maintain (i.e. irrigation systems, misaligned sprinkler heads, drip emitters, etc.), will be the sole responsibility of the CONTRACTOR.
WINTER SPRING/FALL SUMMER

23. WATERING
a. Since water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planting zones. The variation in the size of plants installed, as well as the varieties, shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not limited to, hand watering, operation of manual valves, proper utilization of irrigation computer, the bleeding of valves, automatic controllers, troubleshooting and repair of malfunctioning irrigation system lines to comply with UMC ordinance on watering.
b. Adequate soil moisture will be determined by programming the irrigation computer system as follows:

1. Adjusting and setting of irrigation computer to establish frequency and length of watering period.
2. Consideration must be given to the soil condition, humidity, minimizing runoff and the relationship of conditions, which affect day and night watering.

c. Watering shall be regulated to avoid interference with any use of the facility roadway, paving or walks.

d. In areas where wind creates problems of spraying water onto road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.

e. Irrigation computer system will be programmed in such a way as not to cause any excessively wet or “waterlogged” areas, which could interfere with the ability to mow all turf. “In lawn” trees and other planting shall be protected from over watering and runoff drowning.

f. New turf (up through the sixth mowing) shall be watered immediately after mowing. Well-established turf shall be watered for at least four (4) hours after mowing.

g. All groundcover areas shall be watered as needed to maintain a healthy condition, care being taken not to over water in shady areas.

24. EDGING / DETAIL / WEED CONTROL

a. All turf areas shall be kept neatly edged and all grass invasions eliminated.

b. When designed edges exist in flowerbeds, these edges shall be kept clean, sharp, well defined and free of weeds and grass invasions.

c. All turf edges including, but not limited to, sidewalks, patios, drives, curbs, shrub beds, flower beds, groundcover beds and around the base of trees shall be edged to a neat and uniform line with each cutting of the lawn.

d. When necessary, the edge of the turf shall be trimmed or limited around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, backflow devices and other obstacles.

e. All grass-like type weeds, morning glory or vine/weed types, ragweed or other underground spreading weeds shall be kept under strict control.

f. Inspect, spot treat or mechanically remove weeds as necessary or once per month.

g. Remove all weeds and grass from walkways, curbs and gutter expansion joints, roadways, driveways, parking lots, patios and drainage areas, and hillsides.

h. Methods for removal of weeds, turf encroachment and detailing shall incorporate mechanical and/or chemical means of eradication. The CONTRACTOR should be aware that two (2) or three (3) applications of pre-emergent and/or post-emergent herbicides may be required on turf and in shrub beds. The CONTRACTOR will be responsible for providing the necessary equipment to apply both granular and liquid herbicides as required and specified by the UMC with data sheets on herbicides being used. Specific herbicides will be based on weed type, state of growth and time of year.

25. EDGING - MECHANICAL

a. Mechanical edging of turf shall be performed as often as necessary to maintain a sharp clean edge.

b. Walkways, curbs, gutters, and all areas that catch grass clippings shall be cleaned immediately following each mechanical edging.

26. EDGING - CHEMICAL

a. Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open for public access during application.

b. Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days, if the chemical treatment is not effective, nor complete, a second application shall be applied.

c. Weeds treated with a systematic chemical, shall be left in place per manufacturer’s recommendation. If the chemical’s treatment is not effective, nor complete, by the time specified in the manufacturer’s recommendation, a second application shall be applied.

d. After complete kill, all dead weeds shall be removed from area.

33. RAKING - OPERATION

Accumulation of leaves shall be removed from all curbs, gutters, sidewalks, and landscaped areas including beds, planters, retention basins, rock mulched areas, turf areas under trees and hauled (on or off property as directed by UMC) to approved dumpsite by CONTRACTOR.

34. SWEEPING - OPERATIONS

Methods for sweeping of roadway or walkway areas of plant debris can incorporate one (1) or all of the following:

a. Power Pack Blowers
b. Vacuums
c. Brooms
d. Push Power Blowers

35. SWEEPING - FREQUENCY

Sweeping of roadways or walkways of plant debris shall be performed after each mowing or mechanical edging.

36. DISEASE/INSECT CONTROL - OPERATION

a. All landscaped areas shall be kept free of disease and insects that could cause damage to plant materials including, but not limited to, trees, shrubs, groundcover and turf. CONTRACTOR shall be liable for loss of plant material due to the failure to provide proper and timely disease/insect control.
b. The UMC shall be notified immediately of any disease, insects or unusual conditions that might develop.
c. A disease control program to prevent all common disease from causing serious damage shall be provided on an as-needed basis. Insect control shall be achieved utilizing materials and rate recommended by a licensed Nevada Pest Control Advisor.
d. An insect control program to prevent all common insects from causing serious damage shall be provided on an as-needed basis. Insect control shall be achieved utilizing materials and rates recommended by a licensed Nevada Pest Control Advisor.

37. MISCELLANEOUS PARTS/SUPPLIES/VEGETATION/MATERIALS

a. Plant/Parts/Vegetation/Materials

1. All miscellaneous parts/supplies/vegetation/materials shall be accomplished upon approval. These materials should not be included in the M&O fee. No vegetation shall be added or replaced without the prior written approval of the UMC. Miscellaneous parts/supplies/vegetation/materials will be purchased by the UMC and stocked at the UMC'S warehouse for the CONTRACTOR'S use.
2. Plant/parts/vegetation/materials shall conform to the requirements of the Landscape Plan of the area and to "Horticultural Standards" of American Association of Nurserymen, as to kind, size, age, etc. Plans of record and specification should be consulted to ensure correct identification of species. Plant/vegetation/materials larger than those specified may be supplied if complying in all other respects.
3. Substitutions may be allowed – but only with prior written approval by the UMC.
4. Nomenclature – Plant names used in the Landscape Plan of the area must conform to "Standardized Plant names: by American Joint Committee on Horticultural Nomenclature". In those cases not covered therein, the custom of the nursery trade is followed. A plant list is shown in **EXHIBIT B.**

b. Quality

1. Plants shall be sound, healthy, and vigorous, free from plant disease, insect pests or their eggs, and shall have healthy normal root systems and comply with all state and local regulations governing these matters, and shall be free from any noxious weeds.
2. All trees shall be measured six (6) feet above the ground surface.
3. Where caliper or other dimensions of any plant material are omitted from the plant list, it shall be understood that these plant materials shall be normal stock for type listed. Where necessary, tree stakes shall be used.
4. Shape and Form: Plant materials shall be symmetrical, and/or typical for variety and species and conform to measurements specified in the Plant List (see **EXHIBIT B**).
5. All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the UMC.
6. Plant Materials Guarantee – All trees, shrubs and groundcover shall be guaranteed to live and remain in healthy condition for no less than one (1) year (365 days) after date of acceptance by the UMC.

EXHIBIT A

SCOPE OF WORK / MAPS
RFP 2013-20
UMC LANDSCAPING SERVICES

Location: 1800 West Charleston Boulevard Las Vegas, Nevada 89102

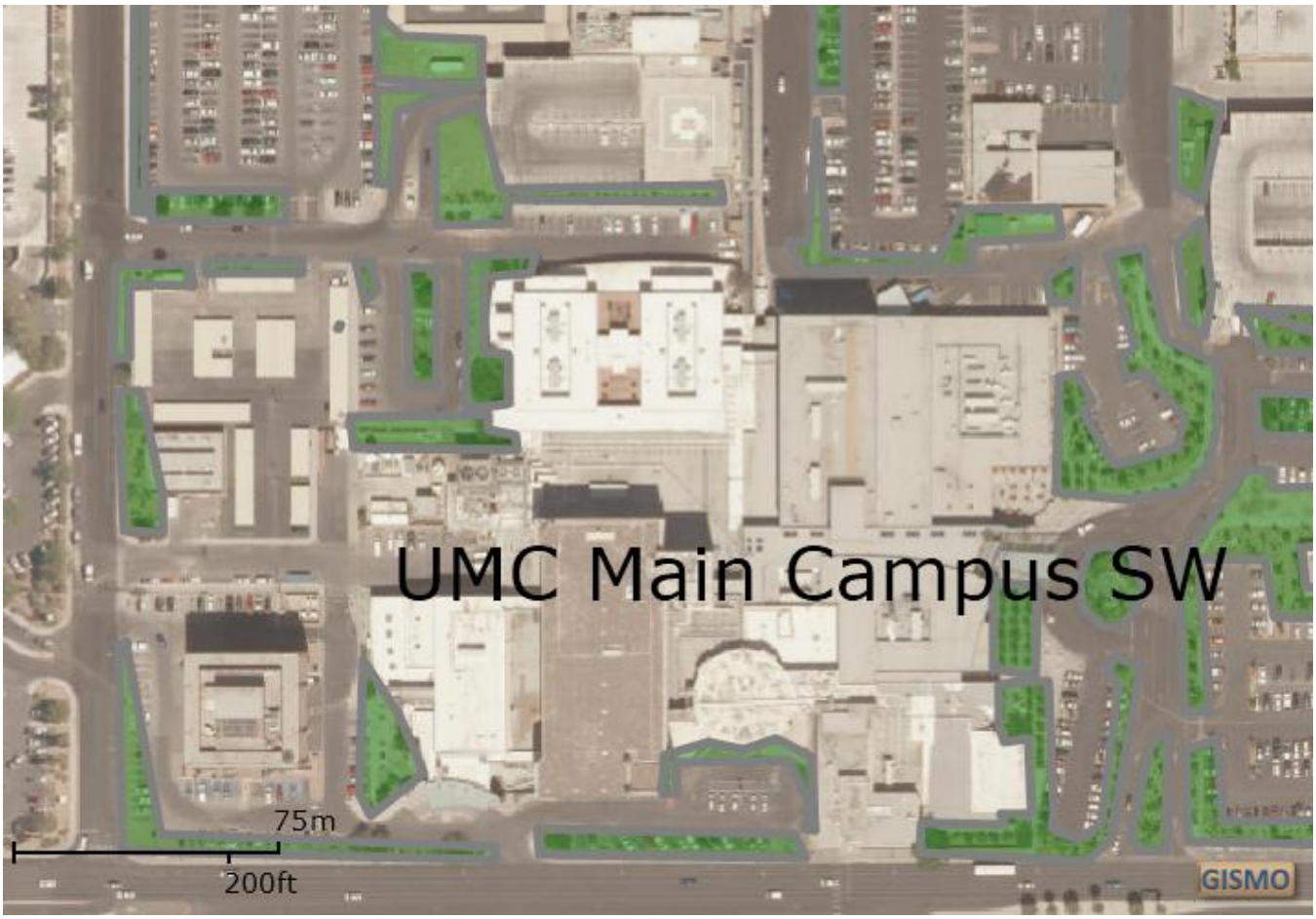

EXHIBIT A

SCOPE OF WORK / MAPS
RFP 2013-20
UMC LANDSCAPING SERVICES

Location: 1800 West Charleston Boulevard Las Vegas, Nevada 89102

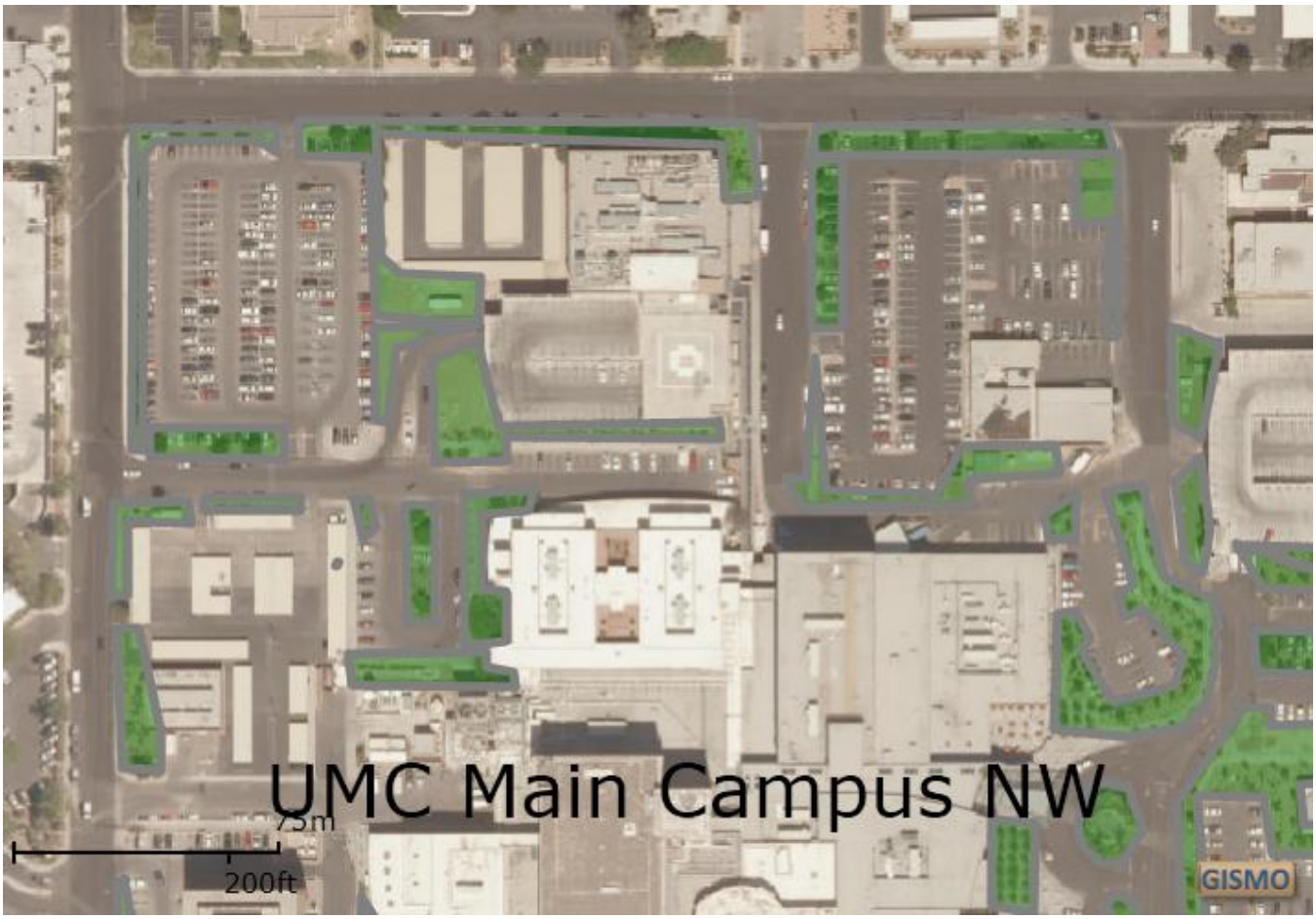

EXHIBIT A

SCOPE OF WORK / MAPS
RFP 2013-20
UMC LANDSCAPING SERVICES

Location: 1800 West Charleston Boulevard Las Vegas, Nevada 89102

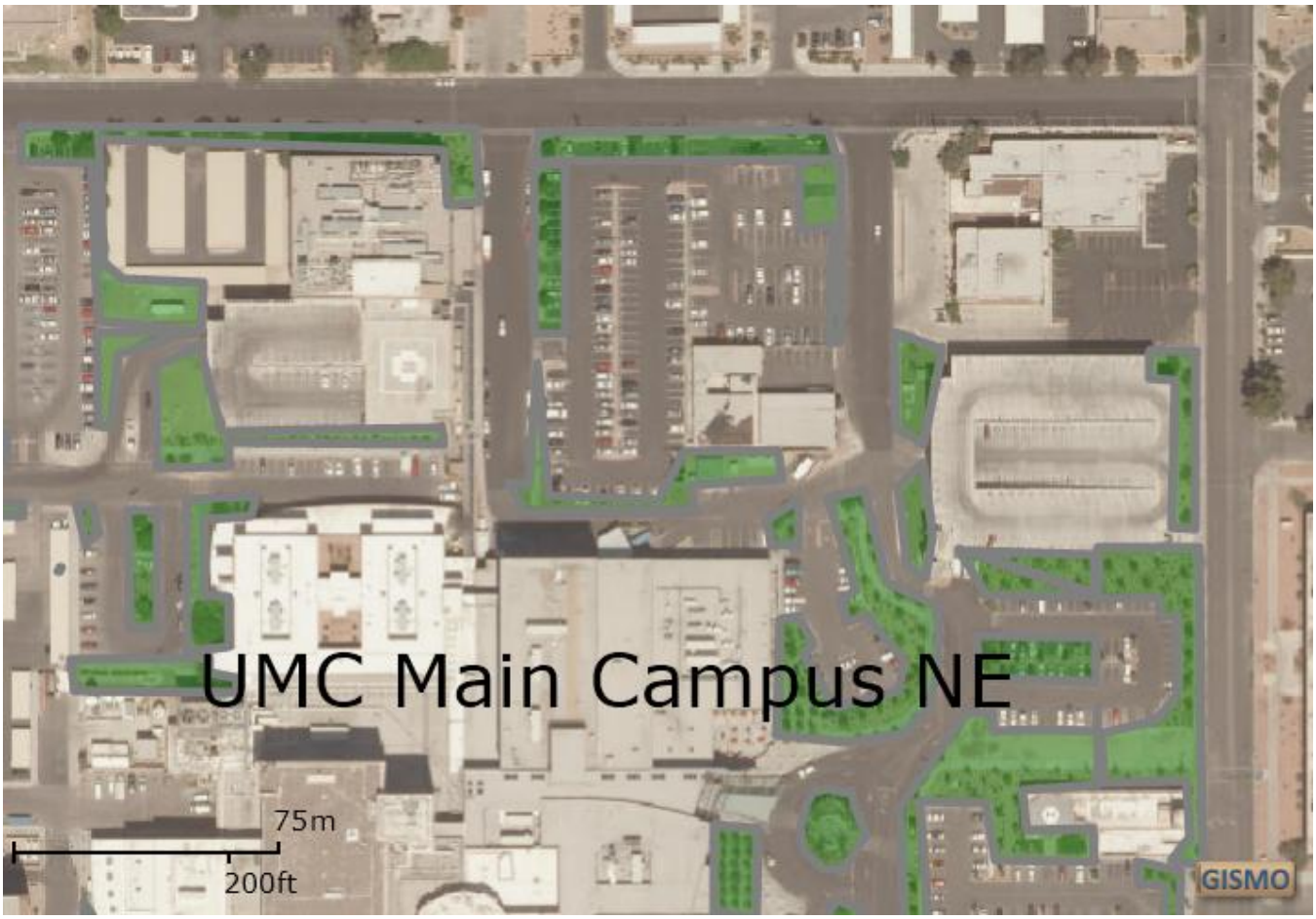

EXHIBIT A

SCOPE OF WORK / MAPS
RFP 2013-20
UMC LANDSCAPING SERVICES

Location: 1800 West Charleston Boulevard Las Vegas, Nevada 89102

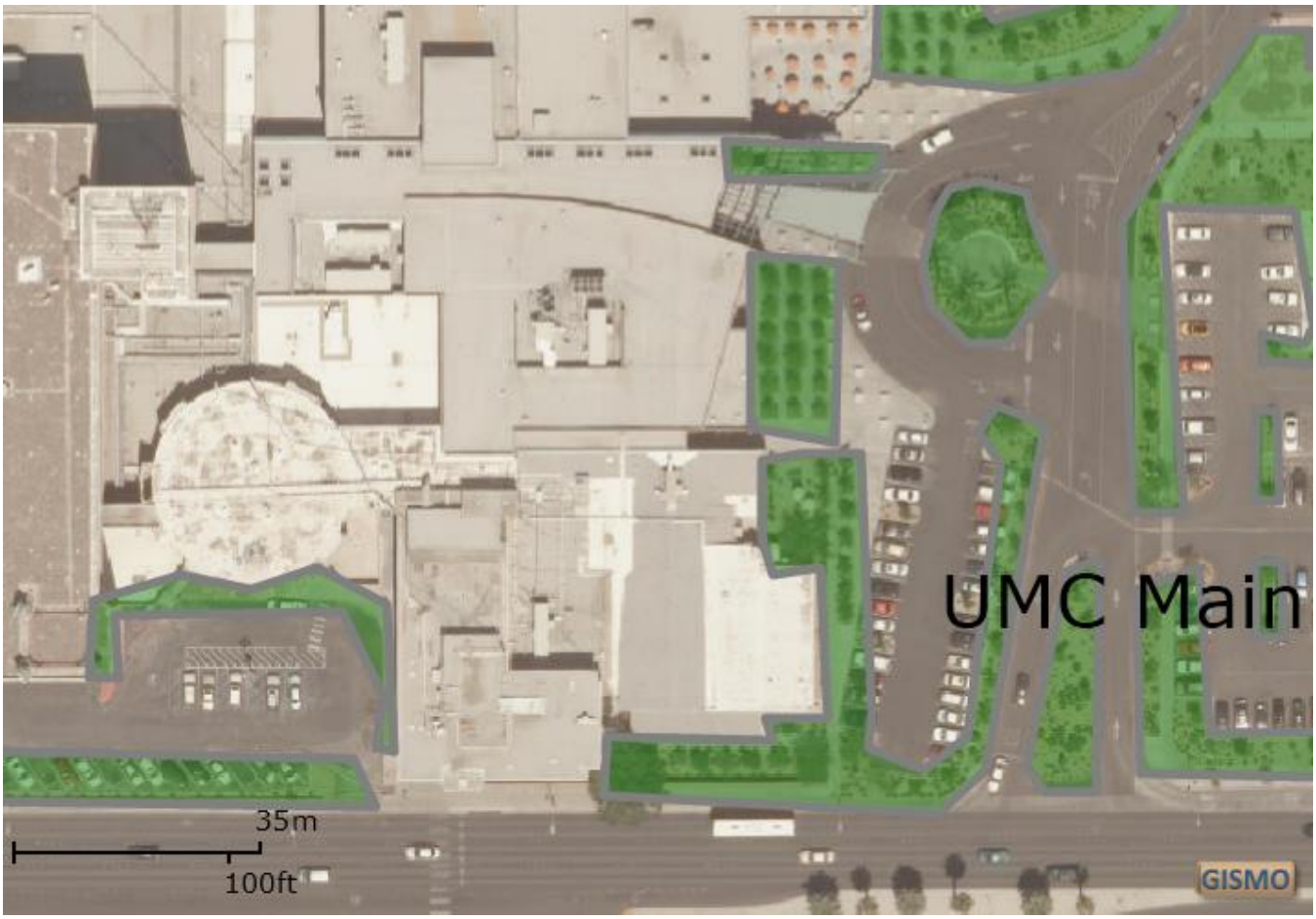

EXHIBIT A

SCOPE OF WORK / MAPS
RFP 2013-20
UMC LANDSCAPING SERVICES

Location: 2231 West Charleston Boulevard Las Vegas, Nevada 89102

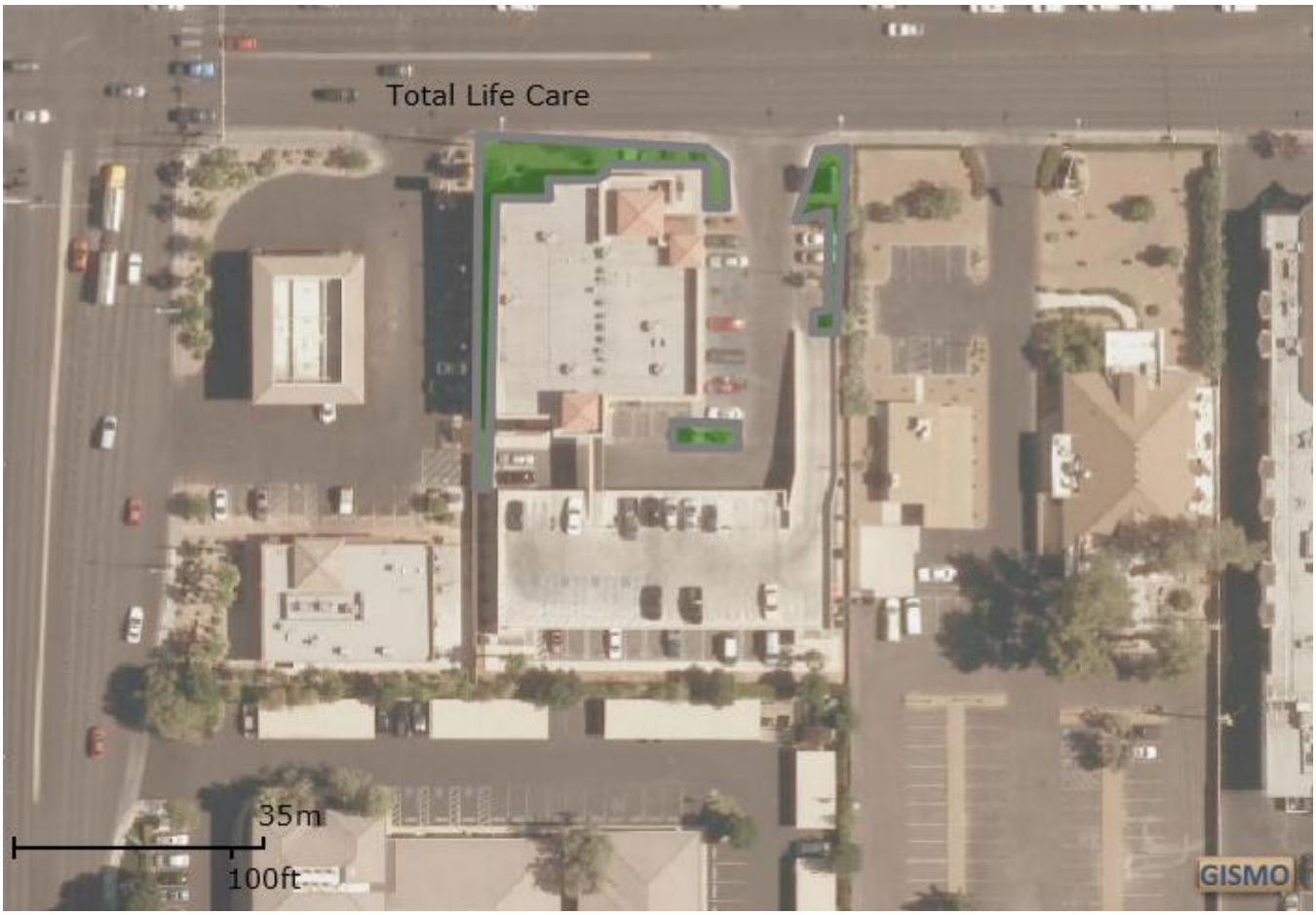

EXHIBIT A

SCOPE OF WORK / MAPS
RFP 2013-20
UMC LANDSCAPING SERVICES

Location: 4231 North Rancho Road Las Vegas, Nevada 89130

EXHIBIT A

SCOPE OF WORK / MAPS
RFP 2013-20
UMC LANDSCAPING SERVICES

Location: 2031 North Buffalo Drive Las Vegas, Nevada 89128

EXHIBIT A

SCOPE OF WORK / MAPS
RFP 2013-20
UMC LANDSCAPING SERVICES

Location: 1524 Pinto Lane Las Vegas, Nevada 89107

EXHIBIT B

PLANT REPLACEMENT LIST
RFP 2013-20
UMC LANDSCAPING SERVICES

At the commencement of the CONTRACT, the following plant materials are representative of the CONTRACT, but not limited to the following:

TREES

BOTANICAL NAME	COMMON NAME
Acacia Aneura	Mulaga Tree
Acacia Belandieri	Berland Acacia
Acacia Schaffneri	Twisted Acacia
Acacia Smallii	Sweet Acacia
Cereidium Floridum	Blue Palo Verde
Cercidium Miccrophyllm	Foothills Palo Verde
Chilopsis Linearis “Rio Salado”	Rio Salado Desert Willow
Chilopsis Linearis “Lucretia Hamilton”	Dwarf Purple Desert Willow
Cupressus Glabra	Arizona Cypress
Eucaluptus Formani	Forman Eucalyptus
Fraxinus Velutina	Ash Tree
Guercus Virginiana	Heritage Heritage Live Oak
Olea Europea	Swan Hill Pollenless Olive
Phoenix Dactylifera	Date Palm
Pinus Eldarica	Mondell Pine
Pinus Halepensis	Aleppo Pine
Prosopis Alba	Native Mesquite
Prosopis Chilensis	Chilean Mesquite
Prosopis Glandulosa Glandulosa	Texas Honey Mesquite
Prosopis Pubescens Screwbean	Mesquite
Vitex Agnus-Castus	Chaste Tree

SHRUBS

BOTANICAL NAME	COMMON NAME
Baccharus Centennial	Centennial Coyote Bush
Beiberis Trifoliata	Agarita
Cassia Nemophila	Desert Cassia
Convolvulus Cnerorum	Bush Morning Glory
Dalea Capitata Sierra Gold	Sierra Gold Dalea
Dalea Fruitescen Serria Negra	Black Dalea
Dasylirion Wheeleri	Desert Spoon
Juniperus Species	Juniper
Larrea Tridentatus	Creosote
Leucophyllum Candidum “Silver Cloud”	Silver Ranger
Leucophyllum Candidum “Thunder Cloud”	Thunder Cloud Ranger
Leucophyllum Fruinosum “Serria Bouque”	Fragrant Ranger
Leucophyllum Langmanice “Rio Bravo”	Rio Bravo Sage
Myrtus Communis “Compacta”	Dwarf Myrtle
Rhus Ovate	Sugar Bush
Sophora Secund Flora	Texas Mountain Laurel
Tagates Lemmanii	Mountain Marigold
Teucrium Fruiticans	Bush Germander
Vauquelinia Californica	Arizona Rosewood

EXHIBIT B

PLANT REPLACEMENT LIST
RFP 2013-20
UMC LANDSCAPING SERVICES
PLANT REPLACEMENT LIST (*CONTINUED)*

GROUND COVER

BOTANICAL NAME	COMMON NAME
Acacia Redolens Desert Carpet	Creeping Acacia
Centaurea Cineraria	Dusty Miller
Coton Eastern Congestus	Cotoneastern
Hesperaloe Parviaflora	Red Yucca
Lantana Camara Yellowtrailing	Trailing Lantana
Lantana Camara New Gold	New Gold Lantana
Olnathera Berlandieri	Pink Primrose
Rosmarinus Officinalis Prostratus	Spreading Rosemary
Salvia Greggii	Red Salvia
Teucrium Chamaedry's Prostratum	Pink Spreading Germander
Yucca Slidigera Mojave Yucca	

CACTUS

BOTANICAL NAME	COMMON NAME
Agave Desarti	
Agave Utahensis Nevadensis	Native Agave
Carnegia Gigantea	Seguaro
Echinocatus Trigochidatus "Claret Cup"	Claret Cup Barrel Cactus
Ferocactus Wislezenii	Fishhook Cactus
Fouquiera Splendins	Ocotillo
Opunita Phaeacantha Engelmanii	Engelmann Prickley Pear
Opunita Violacea "Santa Rita"	Santa Rita Prickley Pear
Yucca Brevifolia	Joshua
Yucca Elata	Soap Tree
Yucca Recuruifolia	Weeping Yucca

ACCENTS

BOTANICAL NAMES	COMMON NAMES
Caesalpinia Gilliesii	Yellow Bird of Paradise
Hesperaloe Parviaflora "Yellow Bell"	Yellow Bell Yucca
Muhlenbergia Capillaris "Regal Mist"	Regal Mist Deer Grass
Muhlenbergia Rigens	Deer Grass
Nolina Microcarpa	Bear Grass
Pennistum Setacuem Cupreum	Ruby Fountain Grass

Current vegetation list is provided. Any modification to this list will be addressed by the UMC.

V - BID FORM

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BID FORM

BID NO. 2013 - 20
UMC LANDSCAPING SERVICES

_____
(NAME)

_____
(ADDRESS)

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.

2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.

3. Have completed all information in the blanks provided and have submitted the following within this Bid:

   a. Have designated a Manager for Contract oversight.

   b. Have provided copies of all required certifications and licenses and other documentation as required per the Special Conditions.

4. Upon faxed or mailed receipt of a Notice of Intent to Award the Contract, I will provide the following submittals within 7 days from receipt of the Notice:

   a. Performance Bond for 100% of the Contract amount as required.

   b. Certificates of insurance for Commercial General Liability in the amount of $1,000,000, Automobile Liability in the amount of $1,000,000, and workers' compensation insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, as required by law.

5. I acknowledge that if I do not provide the above submittals on or before the 7th calendar day after receipt of the Notice of Intent to Award, or do not keep the bonds or insurance policies in effect or allows them to lapse during the performance of the Contract, I will pay over to the Owner the amount of **$100.00** per day as liquidated damages.

6. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor the Bidder in any manner sought to secure for themselves an advantage over any other bidder.

7. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents and I will complete all work within the calendar days **specified in the General Conditions.**

8. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.

9. I have carefully checked the figures below and the Owner will not be responsible for any error or omissions in the preparation or submission of this Bid.

10. I agree no verbal agreement or conversation with an officer, agent or employee of the owner, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.

11. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No. _____ dated, _____ Addendum No. _____ dated, _____
Addendum No. _____ dated, _____ Addendum No. _____ dated, _____
Addendum No. _____ dated, _____ Addendum No. _____ dated, _____
Addendum No. _____ dated, _____ Addendum No. _____ dated, _____
Addendum No. _____ dated, _____ Addendum No. _____ dated, _____

12. I agree to perform all work described in the Exhibit A and other documents for the amounts quoted below:

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	LANDSCAPING SERVICES (All labor, equipment, management and overhead fees) Contract Year 1	$
2.	MISCELLANEOUS parts / supplies / vegetation / materials (authorized by owner) Contract Year 1	$ 10,000.00
3.	LANDSCAPING SERVICES (All labor, equipment, management and overhead fees) Contract Year 2	$
4.	MISCELLANEOUS parts / supplies / vegetation / materials (authorized by owner) Contract Year 2	$ 10,000.00
5.	LANDSCAPING SERVICES (All labor, equipment, management and overhead fees) Contract Year 3	$
6.	MISCELLANEOUS parts / supplies / vegetation / materials (authorized by owner) Contract Year 3	$ 10,000.00
	TOTAL BID AMOUNT	$

ATTACHMENTS TO BID FORM

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

1. **V-1** - Disclosure of Ownership 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
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:**

NEVADA CONTRACTOR'S LICENSE NUMBER: _____

DOLLAR LIMIT : _____

V–1 Bid Form
Disclosure of Ownership

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.

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.

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

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Large Business Enterprise (LBE) or Nevada Business Enterprise (NBE).

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 business headquartered in the State of Nevada and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.
Large Business Enterprise (LBE):
An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

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.

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 has a local office in Nevada, enter the Nevada street address, telephone and fax numbers, and email of the local office.

List of Owners – 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, list all Corporate Officers and members of the Board of Directors only.

For Professional Services Contracts Only –

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). 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 pecuniary interest.

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 3 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.

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

Signature/Capacity 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. Include the name of business owner/principal, name of Clark County employee(s), public officer or official, relationship to Clark County employee(s), public officer or official, and the Clark County department where the Clark County employee, public officer or official, is employed.

Type of Business					
☐ Individual	☐ Partnership	☐ Limited Liability Corporation	☐ Corporation	☐ Trust	☐ Other

Business Designation Group (For informational purposes only)					
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ LBE	☐ NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise

Business Name:		
(Include d.b.a., if applicable)		
Business Address:		
Business Telephone:		**Email:**
Business Fax:		
Local Business Address		
Local Business Telephone:		**Email:**
Local Business Fax:		

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

"Business 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.

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations)

For professional services contracts only.

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

   ☐ Yes ☐ No (If yes, please note that County employees may not perform any work on professional service contracts)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☐ No (If yes, please disclose on the attached Disclosure of Relationship form.)

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:

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE(S)	RELATIONSHIP TO UMC* EMPLOYEE	UMC DEPARTMENT

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

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

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

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

ATTACHMENT 1
BID NO. 2013-20
UMC LANDSCAPING SERVICES

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 UMC with Certificates of Insurance, per the sample format (page 2-3), for coverages as listed below, and endorsements affecting coverage required by this bid within ten (**10) calendar days** after the award by UMC. 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

UMC 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. UMC COVERAGE

UMC, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. SUCCESSFUL BIDDER'S insurance shall be primary as respects UMC, 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 UMC. All policies must note that UMC 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.

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.

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 coverages required herein, UMC 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. UMC 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 UMC, 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:

A. Insurance Broker’s name, complete address, contact name, phone and fax numbers.

B. SUCCESSFUL BIDDER’S name, complete address, phone and fax numbers.

C. Insurance Company’s Best Key Rating

D. Commercial General Liability (Per Occurrence)

(A) Policy Number
(B) Policy Effective Date
(C) Policy Expiration Date
(D) General Aggregate ($2,000,000)
(E) Products - Completed Operations Aggregate ($2,000,000)
(F) Personal & Advertising Injury ($1,000,000)
(G) Each Occurrence ($1,000,000)
(H) Fire Damage ($50,000)
(I) Medical Expenses ($5,000)

E. Automobile Liability (Any Auto)

(J) Policy Number
(K) Policy Effective Date
(L) Policy Expiration Date
(M) Combined Single Limit ($1,000,000)

F. Worker’s Compensation

G. Professional Liability

(N) Policy Number
(O) Policy Effective Date
(P) Policy Expiration Date
(Q) Aggregate ($1,000,000)

H. Homeowner’s Liability (Per Occurrence)

(R) Policy Number
(S) Policy Effective Date
(T) Policy Expiration Date
(U) Limit ($300,000)

I. Description: Bid Number ASK Project Number and ASK project description (must be identified on the initial insurance form and each renewal form).

J. Certificate Holder

University Medical Center of Southern Nevada
c/o Contracts Management Department
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

K. Appointed Agent Signature to include license number and issuing state.

CERTIFICATE OF INSURANCE

ISSUED DAY (MM/DD/YY)

PRODUCER

1. INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE & FAX NUMBERS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

2. SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE & FAX NUMBERS

COMPANIES AFFORDING COVERAGE	**3.** BEST RATING
COMPANY **A** LETTER	
COMPANY **B** LETTER	COMPANY'S
COMPANY **C** LETTER	BEST KEY
COMPANY **D** LETTER	RATING
COMPANY **E** LETTER	

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE	$(D) 2,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	$(E) 2,000,000
	CLAIMS MADE X OCCUR.				PERSONAL & ADV. INJURY	$(F) 1,000,000
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	$(G) 1,000,000
	UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire)	$(H) 50,000
	DEDUCTIBLE $_____				MED. EXPENSE (Any one person)	$(I) 5,000
5.	AUTOMOBILE LIABILITY	(J)	(K)	(L)	COMBINED SINGLE LIMIT	$(M) 1,000,000
	X ANY AUTO				BODILY INJURY (Per person)	$
	ALL OWNED AUTOS					
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
	DEDUCTIBLE $_____				PROPERTY DAMAGE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	$
					DISEASECPOLICY LIMIT	$
					DISEASECEACH EMPLOYEE	$

7. DESCRIPTION OF BID: BID NO. 2013-20; UMC Landscaping Services.

8. CERTIFICATE HOLDER

University Medical Center of Southern Nevada
c/o Contracts Management Department
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

9. APPOINTED AGENT SIGNATURE _____
INSURER LICENSE NUMBER _____.
ISSUED BY STATE OF _____.

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:

University Medical Center of Southern Nevada
c/o Contracts Management Department
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

(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.

UNIVERSITY MEDICAL CENTER OF SOUTHERN 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.

ATTACHMENT 2
BID NO. 2013-20
UMC LANDSCAPING SERVICES

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:

2. I am a Sole Proprietor;

3. I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. ASK project number, entitled ASK project description;

4. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and

5. 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

ATTACHEMENT 3

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS,

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

WHEREAS, said Contractor has been recommended for award and shall enter into CONTRACT with said UMC to perform all work required under the Bidding Schedule(s) **BID NO. 2013-20** of the UMC'S specifications, entitled **UMC Landscaping Services.**

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

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

SIGNED this _____ day of _____, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____
(Principal Contractor)

_____
(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

_____
(Appointed Agent Name)

_____
(State of Nevada, License Number)

By: _____
(Signature)

_____
(Appointed Agent Name)

_____
(License Number and Issuing State)

By: _____
(Signature)

Address: _____

_____

Address: _____

_____

Telephone: _____

Telephone: _____

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