

University Medical Center of Southern Nevada

CONFIRMATION FORM
for
RECEIPT OF BID NO. 2014-13
CHILLER MAINTENANCE

If you are interested in this invitation, upon receipt, immediately 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.

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. BID NO. 2014-13

DESCRIPTION: Chiller Maintenance

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:
TYPE or PRINT CLEARLY

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

FAX THIS CONFIRMATION FORM TO: (702) 383-2609
Or EMAIL to: veronica.kammler@umcsn.com



Invitation to Bid

Specifications and Bid Documents

Chiller Maintenance

Bid No. 2014-13

University Medical Center of Southern Nevada

INVITATION TO BID

Bid No. 2014-13

Chiller Maintenance

University Medical Center of Southern Nevada (UMC) is seeking bids for Chiller (Air Conditioning) Maintenance. The Chiller Maintenance shall consist of, but is not limited to, furnishing labor, materials, equipment and parts necessary to provide complete services of Chiller Maintenance.

The bid package is available as follows:

- Pick up - University Medical Center, 800 Rose Street, Suite 408, Las Vegas, Nevada 89106.
- By Electronic Mail or Mail – Please email a request to Contracts Management at veronica.kammler@umcsn.com specifying project number and description. Be sure to include company address, phone and fax numbers, email address or call (702) 207-8846.
- Internet – Visit the Clark County website (www.accessclarkcounty.com/purchasing). Click on “Current Contracting Opportunities”, listed under University Medical Center, locate the appropriate document in the list of current solicitations.

A non-mandatory Pre-Bid Conference and Site-Walk will be held on Thursday, December 18, 2014 from 9:00 a.m. to 11:00 a.m., in Conference Room G, 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, **January 13, 2014 at 2:00 p.m.** Proposals are time-stamped upon receipt. Proposals time-stamped at 2:01 p.m. or after will be returned unopened to the Proposer.

PUBLISHED:
Las Vegas Review Journal
December 14, 2014

***PREBID CONFERENCE ATTENDANCE
WE WANT YOU!***



You have received this “Invitation to Bid” with the anticipation of doing business with University Medical Center of Southern Nevada. You are encouraged to attend the prebid conference and site-walk, 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.

The date and time of the prebid conference and site-walk (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 University Medical Center 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 Diana Escobar in the Purchasing and Contracts Division, at telephone number (702) 455-4432.

GENERAL PROVISIONS
Bid # 2014-13
Chiller Maintenance

GP.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.

GP.2 TERMS

The term "Owner" as used throughout this document will mean the University Medical Center of Southern Nevada.

The term "GB" as used throughout this document will mean the Owner's Governing Board.

The term "Purchasing Manager" as used throughout this document will mean the Director of Materials Management or designee responsible for the Materials Management Department.

GP.3 DESIGNATED CONTACTS

The designated representative for questions pertaining to this Invitation to Bid is Veronica "Ronni" Kammler, Senior Management Analyst, telephone number (702) 207-8846, email veronica.kammler@umcsn.com. It is preferred that Bidder(s) email their questions and comments to the above email address. Answers to questions will be returned electronically via email through Addendums to the Bid, if necessary. All questions should identify the Bidder's name, phone number and email address.

GP.4 TENTATIVE DATES AND SCHEDULE

Bid Published in Las Vegas Review-Journal	December 14, 2014
Non-Mandatory Pre Bid Meeting	Thu., December 18, 2014; 1:00 pm
Final Date to Submit Questions	January 6, 2015
Last Day for Addendums	January 8, 2015
Bid Responses Due (2:00 pm)	January 13, 2015; 2:00 pm
Estimated Contract Award	January 30, 2015

GP.5 CONTACT WITH OWNER DURING BIDDING PROCESS

Communication between a Bidder and a member of the GB, or between a Bidder and a non-designated Owner 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.

GP.6 FEDERAL, STATE, LOCAL LAWS

All Bidders will 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.

GP.7 TAXES

The Owner 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 88-6000436). A copy of the tax exempt letter is available on request. The price(s) bid must be net, exclusive of these taxes.

GP.8 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.

GP.9 EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the successful Bidder agrees that it will not employ unauthorized aliens in the performance of this contract.

GP.10 INCONSISTENCIES IN CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms or conditions contained herein, the former will take precedence.

GP.11 INDEMNITY

The successful Bidder agrees, by entering into this contract, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold Owner 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 the successful Bidder or its principals, employees, subcontractors or other agents while performing services under this contract. The successful Bidder shall indemnify, defend, and hold harmless the Owner for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

GP.12 ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all Bidders in written form from the Owner's designated contact as specified in this bid document. Owner is not bound by any oral representations, clarifications, or changes made in the written requirements and/or specifications by Owner's employees, unless such clarification or change is provided to Bidders in written addendum form.

GP.13 PUBLIC RECORDS

The Owner 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 the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061 (2), a bid that requires negotiation or evaluation by the Owner may not be disclosed until the bid is recommended for award of a contract.

GP.14 BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. 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 the Bidder and may not be considered for award.

GP.15 DOCUMENT REVIEW

Bidders may visit the Materials 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 "Confidential/Proprietary Information" clause in the General Provisions. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 383-2423 to schedule your appointment.

GP.16 PREPARATION OF FORMS

All bids will 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 will be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the proposal. If there are discrepancies between unit prices bid and the extended total, the unit price will prevail.

GP.17 SUBCONTRACTOR INFORMATION

Bidders should submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) and Nevada Business Enterprise (NBE) subcontractors for this contract utilizing **Attachment 1**. The information provided in **Attachment 1** by the Bidder is for the Owner's information only.

GP.18 DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for a minimum of ninety (90) calendar days after the date of bid opening in order to allow the Owner to evaluate and consider award.

GP.19 ADDITIONAL BIDS

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

GP.20 SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of the Bidder and the bid number and title. Bidders are requested to submit one (1) original; one (1) copy of the Bid Form; and one (1) copy of all requested attachments unless otherwise specified. No responsibility will attach to the Owner, 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 at 2:01 p.m. or after will be returned unopened to the Bidder. **FAXED AND EMAILED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.** Bidders and other interested parties are invited to attend the bid opening.

The Proposal Form and accompanying documents shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as follows:

Mailing proposals:

University Medical Center of Southern Nevada
Attn: Veronica "Ronni" Kammler
Contract Management Department
1800 West Charleston Blvd.
Las Vegas, Nevada 89102
Bid #. 2014-13 Chiller Maintenance

Hand delivery of proposals:

University Medical Center of Southern Nevada
Trauma and Pediatric Building
Contract Management Department
800 Rose Street, Suite 409
Las Vegas, Nevada
Bid # 2014-13 Chiller Maintenance

Regardless of the method used for delivery, the Bidder shall be wholly responsible for the timely delivery of its bid.

GP.21 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.

GP.22 WITHDRAWAL OF BID

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 filled out and submitted to the Purchasing Analyst. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

No bids may be withdrawn for a period of ninety (90) calendar days after the date of bid opening. All responsive and responsible bids received are considered firm offers during this period. The Bidder's offer will expire after ninety (90) calendar days unless the offer is further extended in writing by the Bidder.

If a 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).

GP.23 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 the contract, and other objective and accountable factors which are reasonable. The Owner has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by the successful Bidder during the term of the 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, the Owner may re-award this contract if the successful Bidder is found to be in breach of the contract. Re-awarding the contract by the Owner is not a waiver of any liability of the initial Bidder awarded the contract.

GP.24 REJECTION OF BID

Owner reserves the right to reject any and all bids received by reason of this request.

GP.25 DISQUALIFICATION OF BIDDERS

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

1. Failure to use the specified Bid Form furnished by the Owner.
2. Lack of signature by an authorized representative.
3. Failure to properly complete the Bid Form.
4. Evidence of collusion among Bidders.
5. Unauthorized alteration of the Bid Form.
6. Failure to fill out the Disclosure of Ownership/Principals form if requested.

Owner reserves the right to waive any minor informality or irregularity.

GP.26 DISCLOSURE OF OWNERSHIP / PRINCIPALS

Any bidder recommended for award of a contract by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form shall be submitted to the Owner within 24 hours after request. Failure to fill out the subject form by the Bidder shall be cause for rejection of the bid.

GP.27 TIE-BIDS

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

GP.28 PROTESTS

- a. Any Bidder who submits a bid for this project and is allegedly aggrieved in connection with this solicitation or award of this 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. The protest must be submitted in writing to the Sr. Management Analyst, within seven (7) calendar days after the bid opening date. If the protest is not resolved by mutual agreement, the Sr. Management Analyst will promptly issue a decision in writing to the protestor. Within three (3) working days of receipt of the decision, a protestor may submit to the Purchasing Administrator or his designee its written notice of intent to appeal the decision to the GB. The Purchasing Administrator or his designee will notify the protestor of the date they may appear to present their appeal to the GB. The decision of the GB will be final. The GB need not consider protests unless this procedure is followed.
- b. If this solicitation has been advertised, the 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 the Owner 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 the 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 any contract until the GB makes a determination on the protest.

- d. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the GB has made a determination on the protest and awards the contract.
- e. Neither the GB 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, THE BOND POSTED OR OTHER SECURITY SUBMITTED WITH THE NOTICE OF PROTEST MUST BE RETURNED TO THE BIDDER WHO POSTED THE BOND OR SUBMITTED THE SECURITY. IF THE PROTEST IS REJECTED, THE OWNER MAY MAKE A CLAIM AGAINST THE BOND OR OTHER SECURITY IN AN EQUAL AMOUNT TO THE EXPENSES INCURRED BY THE OWNER 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.

GP.29 USE BY OTHER GOVERNMENT ENTITIES

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

GP.30 NON-DISCRIMINATION

The GB is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The successful Bidder acknowledges that the Owner has an obligation to ensure that public funds are not used to subsidize private discrimination. The 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, age, disability, national origin, or any other protected status, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible.

GP.31 AUDITS

The performance of this contract by the successful Bidder is subject to review by the Owner to insure contract compliance. The successful Bidder agrees to provide the Owner any and all information requested that relates to the performance of this contract. All requests for information will be in writing to the 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 and/or termination of the contract.

GP.32 ASSIGNMENT OF CONTRACTUAL RIGHTS

The successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of Owner and any sureties.

GP.33 TERMINATION FOR CONVENIENCE

The Owner reserves the right to terminate the contract in whole or part at any time whenever the Owner shall determine that such a termination is in the best interest of the Owner without penalty or recourse upon 30 calendar day's written notice of intent to terminate. In the event that the Owner elects to terminate the contract, the termination request will be submitted to the GB or the University Medical Center of Southern Nevada Administration for approval.

GP.34 TERMINATION FOR CAUSE

If the successful Bidder fails to perform in accordance with the agreed terms, conditions, or warranties applicable

to this contract, the Owner may **immediately** terminate all or part of the contract upon written notice of intent to terminate without any liability by the Owner to the successful Bidder. In the event of termination for cause, the Owner may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as the Owner may deem appropriate and successful Bidder shall be liable to Owner for any excess cost or other expenses incurred by the Owner.

GP.35 INDEPENDENT CONTRACTOR

In the performance of the work duties and obligations performed by Bidder under this contract, it is mutually understood and agreed that Bidder is at all times acting and performing as an independent contractor. Owner shall neither have, nor exercise any, control or direction over the methods by which Bidder shall perform its work and functions.

GENERAL CONDITIONS
BID NO. 2014-13
Chiller Maintenance

GC.1 METHOD OF AWARD

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

GC.2 NOTICE OF AWARD

Award of this bid will be by "Letter of Award" issued by the Chief Executive Officer and the issuance of a purchase order. The contract shall include this Bid Document, any associated Addendums, and the Bid Form as signed by the successful Bidder.

GC.3 PREBID CONFERENCE AND SITE-WALK

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

GC.4 INITIAL TERM

The term of this contract begins from the date of award for a period of three (3) years.

GC.5 CONTRACT RENEWAL

Owner reserves the option to renew this contract for two (2) additional one-year periods from its expiration date.

GC.6 CONTRACT EXTENSION

Owner reserves the option to temporarily extend this contract for up to three (3) months from its expiration date for any reason.

GC.7 BIDDER'S REPRESENTATION

Each Bidder, by submitting a bid, represents that it has read and understands the bidding documents and that the bid is made in accordance therewith, and that it has familiarized itself with the local conditions, laws and regulations under which the work is to be performed and have correlated this knowledge with the requirements of the bidding documents.

GC.8 BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Form, all requested 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.

GC.9 ADDITIONAL BID SUBMITTALS

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

GC.10 INSURANCE

The 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 this contract.

The successful Bidder shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless Bidder is a Sole Proprietor and shall be required to submit an affidavit (**Attachment 3**) indicating that it has not elected to be included in the

terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

The successful Bidder shall include the cost of the insurance coverages in its bid price(s). The successful Bidder shall provide the Owner with proof of insurance as specified within ten (10) calendar days after Owner request.

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

GC.11 LIQUIDATED DAMAGES - INSURANCE

If the successful Bidder does not provide the insurance submittals on or before the 10th calendar day, the successful Bidder will pay over to the Owner the amount of \$100.00 per calendar day as liquidated damages. If the successful Bidder does not keep the insurance policy or performance bond in effect or allows them to lapse, the successful Bidder will pay over to the Owner the amount of \$100 per calendar day as liquidated damages.

GC.12 FISCAL FUNDING OUT

Owner reasonably believes that funds can be obtained sufficiently to make all payments during the term of this contract. If Owner does not allocate funds to continue the purchase of the product and/or service, this contract shall be terminated when appropriated funds expire.

GC.13 FORCE MAJEURE

The 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. The successful Bidder shall provide Owner satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

GC.14 F.O.B. DESTINATION - FREIGHT PRE-PAID AND ALLOWED

The successful Bidder shall pay all freight charges. The successful Bidder shall file all claims and bears all responsibility for the products from the point of origin to the Owner's destination. All prices shall be F.O.B. Destination. All prices shall include delivery, as well as any necessary unloading.

GC.15 FAILURE TO DELIVER

In the event that the successful Bidder fails to deliver the product in accordance with the terms and conditions of the contract, the Owner shall have the option to either terminate the contract or temporarily procure the product and/or service from another supplier. If the product is procured from another supplier, the successful Bidder shall pay to the Owner any difference between the bid price and the price paid to the other supplier.

GC.16 DAMAGED OR DEFECTIVE PRODUCTS

The successful Bidder shall replace, at no cost to the Owner, damaged or defective products within five (5) calendar days after notice. This shall include freight and any and all other associated costs. See Paragraph GC.15 above.

GC.17 SUBMITTAL OF SERVICE REPORTS

The successful Bidder shall submit a monthly service report ten (10) calendar days after the end of each month. The report shall list all services provided to Owner for the period, including all specified and non-specified bid items. The report shall be submitted to the Director of Engineering with a copy to Contracts Management. The report shall list, at minimum, the services provided, quantity purchased/delivered, and pricing for the period.

GC.18 CONSUMPTION ESTIMATES

The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids.

Payment to the 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.

GC.19 PURCHASE ORDERS

Owner will issue a purchase order(s) which will authorize the successful Bidder to deliver and invoice for the product(s) and/or service(s) offered.

GC.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 sixty (60) 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 ninety (90) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

All invoices should include the following information:

1. Company Name
2. Complete Address (including street, city, state, and zip code)
3. Telephone Number
4. Contact Person
5. Itemized description of products delivered (including quantities) or services rendered (including dates)
6. UMC Purchase Order Number
7. Company's Tax Identification Number
8. Bid Number
9. Itemized pricing and total amount due (excluding Sales and Use Tax)
10. Percentage Discounts/ Payment Terms (if offered)
11. Company's Invoice Number
12. All corresponding weigh tickets

The 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, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible if responding to future invitations to bid.

GC.21 INVOICE AUDITS

The successful Bidder shall provide to the Owner, within fourteen (14) calendar days of the Owner's request, a report to validate that the price(s) charged are in accordance with the price(s) offered on the 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 the Owner's using department(s) and Internal Audit Department. Discrepancies found in the report will require the successful Bidder to update the report no later than seven (7) calendar days after notification by the Owner. In the event that the successful Bidder undercharged the Owner, the Owner shall reimburse the successful Bidder within fourteen (14) calendar days. In the event that the successful Bidder overcharged the Owner, the successful Bidder shall reimburse the Owner within fourteen (14) calendar days. If overcharges are found, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible if responding to future invitations

to bid.

GC.22 PARTIAL PAYMENTS

Partial payment requested will be accepted only at the sole discretion of the Owner.

GC.23 CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, the Owner reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of the successful Bidder's obligations under this contract, in whatever manner the Owner 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 the contract be made during the contract term, a written amendment detailing those elements shall be executed by the successful bidder and the Owner.

GC.24 WARRANTY

The successful Bidder shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment and/or materials. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by the Owner, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship within five (5) calendar days after notification.

GC.25 PRICE ADJUSTMENT REQUESTS

Prices shall not be subject to change during the first year of the contract term. The price adjustment period(s) (PAP) shall be mutually considered following annually during the contract term. All price adjustment requests, including suitable proof, shall be submitted, at least sixty (60) calendar days in advance of the PAP, to the University Medical Center, Contracts Management, 1800 West Charleston Boulevard, Las Vegas, NV 89102. A price adjustment can only occur if the successful Bidder has been notified in writing of Owner's approval of the new Price(s). Only one written price adjustment request(s) will be accepted from the successful Bidder per PAP. Price adjustments shall not be retroactive.

Suitable Proof: Print-out of PPI index and calculated increase/decrease.

Consumer Price Index: The Consumer Price Index (CPI) – All Urban Consumers for the prior twelve (12) month period from date of notification will be used as the index for price adjustments. The price adjustment per PAP may be the lesser of percent of CPI change or three percent (3%) for an increase or decrease.

Price Decrease: Owner shall receive the benefit of a price decrease to any item during a PAP if the CPI decreases. If, at the point of exercising the price adjustment provision, market indicators and the CPI shows that the prices have decreased, and that the successful Bidder has not passed the decrease on to the Owner, the Owner 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.

GC.26 NO SUBSTITUTE

"No Substitute" means there is only one brand name product that is acceptable to perform the function required by the using department.

GC.27 OUT OF STATE SUPPLIERS

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

GC.28 RESPONSIBILITY FOR SECURITY

1. Successful Bidder shall at all times conduct all operations under the 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 Owner's property. Successful Bidder shall continuously inspect all its work, materials, delivery vehicles, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.

2. Successful Bidder shall comply with all applicable laws and regulations. Successful Bidder shall employ adequate security measures to protect Owner's property and shall promptly comply with any security requirements established by Owner. 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 avoid damage to Owner's property, and to provide protection for Owner's property.

SPECIAL PROVISIONS

Bid # 2014-13

Chiller Maintenance

SP.1 STORAGE OF MATERIALS

It shall be the successful Bidder's responsibility for storage of any materials and the Owner will not be responsible for loss or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief of other causes.

SP.2 COSTS

Owner is not responsible for any costs not included in quote. Any cost not specified but incurred by the successful Bidder shall be paid by the successful Bidder's without compensation by the Owner. Response to this Quote reflects the successful Bidder's guarantee that the specifications have been reviewed and the equipment or services being quoted satisfies such specifications. All cost to be included in quote.

SP.3 RESPONSIBILITY FOR WORK SECURITY

- a. Successful Bidder shall at all times conduct all operations under the 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 Owner's property. Successful Bidder shall continuously inspect all its work, materials, delivery vehicles, 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 employ adequate security measures to protect Owner's property and shall promptly comply with any security requirements established by Owner. 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 avoid damage to Owner's property, and to provide protection for Owner's property.
- c. Successful Bidder shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner in a timely manner.

SP.4 SAFETY AND HANDLING PROCEDURES

- a. Material Safety Data Sheets (MSDS) and technical product bulletins for all chemicals provided. Successful Bidder will notify the Owner's Director of Engineering of any changes in the safety and handling of the chemicals during the life of the contract.
- b. Successful Bidder shall provide training of Owner's personnel in the proper handling of all equipment and products. All OSHA rules and regulations are to be followed.

SP.5 RESPONSE TIME, DELIVERY AND SERVICE

It is understood the successful Bidder shall acknowledge the Owner's request for service within one (1) hour and a maintenance representative must respond on-site within two (2) normal working hours and be diligently working on the equipment. During emergencies, successful Bidder must report immediately to the building where the failed equipment is located. Successful Bidder's failure to respond within the response times designated will result in the Owner requesting a Credit Memo for 1/15th of the total monthly maintenance invoice for each occurrence and piece of equipment on which the technician failed to meet the response time.

SP.6 STANDARD OF PERFORMANCE

Successful Bidder shall provide professional services in the best interest of the Owner with all due diligence.

Successful Bidder shall perform all work as may be necessary in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor and incidentals necessary to complete the work in the best possible and most expeditious manner.

SP.7 REASSIGNMENT

Owner may require successful Bidder to reassign staff whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within Owner's premise, whose conduct may have a detrimental effect on patients, or who does not adhere to the existing rules and regulations of Owner. Successful Bidder shall resolve the issue or reassign the staff member within ten (10) days of Owner's request for reassignment.

SP.8 INDEPENDENT CONTRACTOR

The successful Bidder represents that it is fully experienced and properly qualified to perform the class of work provided for herein, that it is properly licensed, equipped, organized and financed to fulfill the bid requirements. The successful Bidder shall act as an independent Contractor and not as the agent of Owner in performing the Contract. The successful Bidder shall maintain complete control over its employees. The successful Bidder shall perform all work in accordance with its own methods subject to compliance with the Contract.

SP.9 INDUSTRIAL INSURANCE

As an independent contractor, successful Bidder shall be fully responsible for premiums related to accident and compensation benefit for its shareholders and/or direct employees as required by industrial insurance laws of the State of Nevada.

SP.10 ACCESS TO RECORDS

Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, successful Bidder shall, for a period of four (4) years after the furnishing of any service, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If successful Bidder carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than \$10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. ' 1395x (v) (1) (I), and the regulations promulgated thereunder.

TECHNICAL SPECIFICATIONS

Bid # 2014-13

Chiller Maintenance

TS.1 INTENT

It is the intent of these specifications to enter into a contract for Chiller (Air Conditioning) Maintenance at University Medical Center of Southern Nevada. The Chiller Maintenance shall consist of, but is not limited to, furnishing labor, materials, equipment and parts necessary to provide complete services.

TS.2 TERM

The term shall be for three (3) years, with Owner's option to renew for two (2) one-year periods.

TS.3 DEFINITIONS

The term "Project Administrator" (PA) shall be the designated representative who will be the successful Bidder's contact person on all matters of responsibility pertaining to execution of contract.

The term "Owner," where used herein, shall mean University Medical Center of Southern Nevada or its authorized representative. Director of Engineering, (702) 383-2301, is the authorized representative.

The term "Project Site" where used herein, shall mean the specific area and elements of that area are to be maintained.

TS.4 SUCCESSFUL BIDDER'S REPRESENTATION

Successful Bidder acknowledges he/she has visited the sites and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Successful Bidder accepts the premises in its present physical condition, and agrees to make no demands upon Owner for any improvements or alterations thereto.

TS.5 SCOPE OF WORK

- a. OPERATIONAL INSPECTIONS: Each routine operating inspection is to consist of the SCOPE of work listed herein for each equipment type and to be performed at the frequency listed. Scheduling of these inspections shall be coordinated between the Owner and the successful Bidder.
- b. ANNUAL PREVENTIVE SERVICE: Each annual preventative service is to consist of pre-scheduled, original equipment manufacturer (OEM) recommended, preventative maintenance actions, which are to be performed on a yearly interval. These annual tasks are designed to prepare the equipment for prime operating condition so that the equipment will operate effectively, reliably, and efficiently during the peak demand months.
- c. PARTS AND MATERIAL REPLACEMENT: Unless otherwise stated herein, replacement parts, oil, lubricants and materials (refrigerant is a separate item herein) are to be included as necessary to perform any Operating Inspection. Under this agreement the service contractor will remove and properly dispose of the chiller compressor oils. Replacement parts may be stocked by the service contractor for equipment covered herein to be based on each OEM recommendations for: routine expendable part, normal annual service replacement parts and consumables. All replacement parts used in performance of this agreement shall be new and meet OEM specifications.
- d. MINOR REPAIRS: Minor repairs shall consist of tasks which are performed during routine inspections on an as needed basis that may require minor disassembly and removal of available replacement parts, controls, switches and indicator lamps.
- e. EMERGENCY CALLS: Emergency calls shall be performed when necessary to diagnose problems and perform minor adjustments between scheduled inspections. Unless otherwise indicated herein, Emergency

Service is available 365 days per year, 24 hours per day.

- f. REFRIGERANT LEAK REPAIR (Labor): Refrigerant leak repair labor is included as indicated on the Service Coverage list. Leak repair labor consists of tightening bolts and flange fittings, replacing gaskets, replacing O - Rings and if necessary, welding, soldering or brazing of small refrigerant pipe lines to stop leaks as found.
- g. REFRIGERANT MATERIALS: The percent of refrigerant materials indicated on the Service Coverage sheet is to be the percent of the chiller's designed refrigerant charge provided per year if required. Successful Bidder is responsible for 100% of the refrigerant used in the equipment listed herein unless loss of refrigerant has occurred due to abuse of operation and or negligence of operation.
- h. MAJOR REPAIRS: Major repairs consist of the repair or replacement of moving parts, motor bearings, motor seals and maintainable components that may have failed unexpectedly (except for those failures occurring which are beyond the control of the service contractor or ones which occur while the equipment was running outside design conditions). Major repairs include dip and bake motor windings when applicable.
- i. TUBE BRUSH CLEANING: Internal tube brush cleaning and visual inspection of the condenser water box and crown sheet are to be performed at the intervals indicated on the applicable service scope of work. Tube brush cleaning and inspection includes the heat exchanger head removal on Chiller VSD's and replacement by the successful Bidder service technicians only. Acid wash tubes as needed.
- j. AUTOMATIC BRAY VALVES: There are six (15) automatic Bray valves located in the Central Plant; two (2) for each chiller, four (4) for plate & frames and five (5) for cooling towers

TS.6 MAINTENANCE SERVICE REQUIREMENTS

- a. Successful Bidder must have the ability to respond to a request for remedial maintenance within two (2) hours and be diligently repairing the equipment within four (4) hours of receiving the request. All attempts should be made to make sure that the equipment is repaired and back on line operating in a normal manner within seventy-two (72) hours.
- b. This contract is to include all emergency minor adjustment call back service during regular working hours or overtime hours at no additional cost to Owner.
- c. Preventive maintenance, service and remedial maintenance shall be performed at a time agreeable to the Owner.
- d. The successful Bidder and his employees must notify the Owner before entering the building to examine, service or repair equipment.
- e. Successful Bidder shall provide a local telephone number for emergency and regular maintenance contact request. Said number will have 24 hours per day, 7 days per week answering service, and will be answered during normal working hours by the successful Bidder's employees. The successful Bidder shall provide remote monitoring capability to inform the owner of maintenance issues with the equipment. The remote monitoring equipment will dispatch the technician for service needs.
- f. Preventative maintenance and remedial maintenance service will include replacement of parts and materials deemed necessary by the Successful Bidder and approved by the Owner. All parts will be furnished on an exchange basis and will be new, standard parts or of equal quality. "Equals" will be submitted to the Owner for approval prior to installation. No modifications or alterations or parts will be accepted. Parts used will be noted in the equipment log books, provided by successful Bidder and exclusive property of Owner.

TS.7 GENERAL REQUIREMENTS

- a. All work shall be performed in a professional, workmanship-like manner using quality equipment and materials.
- b. Successful Bidder shall provide the labor, materials, and equipment necessary for all Chiller Maintenance, except as otherwise specified hereinafter. The premises shall be maintained with nothing but acceptable Chiller Maintenance standards.
- c. Successful Bidder recognizes that during the course of this Agreement, interfacing activities may be conducted by Owner's work forces and other contracted parties that may hinder their work. These activities may include but not be limited to, special events, landscape refurbishment, construction and/or storm-related operations. Successful Bidder may be required to modify or curtail certain of his operations during these periods and shall promptly comply with any request by the PA.

TS.8 DAMAGES BY CONTRACTOR

All damages to existing facilities caused by the successful Bidder or his employee or agents shall be repaired or replaced at the successful Bidder's expense. All damages caused by the successful Bidder's action or inaction shall also be the successful Bidder's responsibility.

TS.9 SAFETY

- a. Successful Bidder agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State and other legal requirements including, but not limited to, full compliance with the terms of the applicable OSHA Safety Orders at all times to protect all persons including Contractor's employees, agents of the hospital, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- b. It shall be the successful Bidder's responsibility to inspect and identify any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The PA shall be notified immediately of any unsafe condition that requires major correction.

TS.10 CONTRACTOR'S STAFF

- a. Successful Bidder shall take appropriate action under this Contract concerning any employee whose conduct or activity shall, in the reasonable exercise or discretion by the PA, be deemed detrimental to the interest of the public patronizing the premises. Successful Bidder shall take such appropriate action within a reasonable time following notice from the PA.
- b. The Owner reserves the right to request removal of any employee, upon submitting justification, should such action be considered necessary by the Owner.
- c. Successful Bidder shall staff a minimum of five (5) journeyman chiller technicians at all times throughout the year; and have two (2) available for dispatch in case of emergency on a 24 hours per day, 7 day a week basis.
- d. Prior to contract award, and periodically upon the request of the Owner, the Successful Bidder shall submit to the owner, the credentialing certificates of all journeymen assigned to this contract.
- e. Maintenance service workers shall be required to wear a distinctive uniform or ID badge of a type selected by the successful Bidder and approved by Owner.
- f. Successful Bidder shall furnish, at Bidder's expense, the supervision required to ensure the necessary management of his personnel and the functions involved in the specifications, as required by Owner.

- g. Successful Bidder agrees to supply all materials specified, except those supplies specifically omitted, and any mechanical or other equipment that is necessary to fulfill the terms of this contract.
- h. All services performed, materials supplied and equipment used to perform the required services shall be subject to inspection and test by Owner to insure the use of products and equipment meet the standards of the industry.

TS.11 SIGNS/IMPROVEMENTS

Successful Bidder shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval is obtained from the PA.

TS.12 NON-INTERFERENCE

Successful Bidder shall not interfere with the public use of the premises and shall conduct his operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

TS.13 EQUIPMENT LIST

Make	Model	Serial Number	Tonnage
YORK	YKQEQCJ1-CZC	GLDM100874	995
YORK	YKQEQCJI-CZC	GLDM100875	995
YORK	YKHCGDH8-CZE		998
*YORK	YTA2B2B2-CHF	YAAM838008	450
*YORK	YTA2B2B2-CHF	YAAM838009	450
**YORK CHILLER	CAL0080SC17XA	RCHM7630AA	84
Six (15) Automatic BRAY Valves		7005601-113AO/A	
Three (3) MOTOR STARTERS	YORK	VSD'S	
TRANE	RTHB150FM	U95D07269	150
***CARRIER CHILLER	30RAN055JE-611HX	3106Q06032	55
***CARRIER CHILLER	30RAN055JE-611HX	3106Q06030	55
***FRIGIDCOIL EVAPORATIVE CONDENSER	YEC-5-110	645800100	
***DOLPHIN WATER TREATMENT SYSTEM	63020-PVC		
*Located at	Trauma Building 800 Rose Street, Las Vegas, NV 89106		
**Located at:	Rancho Rehab 4333 N. Rancho Drive, North Las Vegas, NV 89130		
***Located at:	Lied Building 1524 Pinto Lane, Las Vegas, NV 89106		

TS.14 SERVICE

YORK and CARRIER CHILLERS

- a. Operating inspections to be performed at least six (6) times per year.
- b. Task to be performed:
 - 1. Leak Test
 - 2. Log performance temperatures
 - 3. Log Pressures
 - 4. Check and log purge
 - 5. Visually inspect unit
 - 6. Record all reading and approach calculations
 - 7. Provide written report and recommendations
- c. Annual Preventative Service to be performed once (1) per year.
 - 1. Leak Test
 - 2. Drain Condenser
 - 3. Remove Heads
 - 4. Brush Clean Condenser tubes
 - 5. Replace Heads
 - 6. Remove oil sample for analysis
 - 7. Brush Clean Evaporator Tubes
 - 8. Replace oil filter
 - 9. Replace oil with new as required by analysis
 - 10. Replace dryers as required
 - 11. Re-leak test unit
 - 12. Check started and clean as required
 - 13. Check and calibrate all safeties and controls
 - 14. Clean air cooled condenser coils
 - 15. Provide written report and recommendations
 - 16. Brush Clean Heat Exchanger Tubs on VSD's

BID FORM

Bid # 2014-13

Chiller Maintenance

University Medical Center of Southern Nevada

(NAME)

(ADDRESS)

THE UNDERSIGNED PROPOSES AND AGREES:

1. To complete all work for which a contract may be awarded to him and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Proposal and Contract Documents.
2. That he has examined the Contract Documents and the site(s) for the proposed work and satisfied himself as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
3. That upon receipt of a "Notice fo Intent to Award", identifying his company as the Successful Bidder, will (in accordance with section TS.9 d.) submit to the Owner the credentialing certificates of all journeymen assigned to this contract.
4. If awarded the contract, he will provide the following submittals within ten (10) calendar days from receipt of the Notice of Award:
 - A. Certificates of insurance for General Liability in the amount of One Million Dollars (\$1,000,000), Automobile Liability in the amount of One Million Dollars (\$1,000,000), and a EICON certificate as required by law.
 - B. That if he does not provide the submittals on or before the tenth (10th) calendar day, he will be responsible for liquidated damages as specified in Section GC.11.
5. That if he does not keep the insurance policies in effect or allows them to lapse, he will pay over to the Owner the amount of One Hundred Dollars (\$100) per day as liquidated damages.
6. That this Bid is genuine and is not sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor he in any manner sought to secure for himself an advantage over any other bidder.
7. He further proposes and agrees that he will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
8. That he has carefully checked the figures below and that Owner will not be responsible for any error or omissions in the preparation of this Bid.
9. That no verbal agreement or conversation with an officer, agent or employee of the Owner, either before or after the execution of the agreement, shall affect or modify any of the terms or obligations of this Bid.

**Attachment #1
Bidder Information Sheet
BID No. 2014-13
Chiller Maintenance**

Bidder Name: _____

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.

SUBCONTRACTOR INFORMATION

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

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

Subcontractor Name:					
Contact Person:			Telephone Number:		
Description of Work:					
Estimated Percentage of Total Dollars:	\$				
Business Type:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> PBE	<input type="checkbox"/> SBE	<input type="checkbox"/> NBE
Subcontractor Name:					
Contact Person:			Telephone Number:		
Description of Work:					
Estimated Percentage of Total Dollars:	\$				
Business Type:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> PBE	<input type="checkbox"/> SBE	<input type="checkbox"/> NBE
Subcontractor Name:					
Contact Person:			Telephone Number:		
Description of Work:					
Estimated Percentage of Total Dollars:	\$				
Business Type:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> PBE	<input type="checkbox"/> SBE	<input type="checkbox"/> NBE

Attachment 2

BID No. 2014-13 Chiller Maintenance

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

The successful Bidder shall provide Owner 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 the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of the contract and any renewal periods.

2. OWNER COVERAGE

The Owner, its officers and employees must be expressly covered as additional insureds except on workers' compensation insurance coverages. The successful Bidder's insurance shall be primary as respects the Owner, its officers and employees.

3. ENDORSEMENT / CANCELLATION

The successful Bidder's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically the successful Bidder's contractual obligation of additional insured to Owner. All policies must note that the Owner will be given 30 calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

4. DEDUCTIBLES

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

5. 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**.

6. COMMERCIAL GENERAL LIABILITY

Subject to paragraph 6 of this attachment, the 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.

7. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, the 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 this contract.

8. WORKERS' COMPENSATION

The successful Bidder shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that the 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.

9. FAILURE TO MAINTAIN COVERAGE

If the successful Bidder fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the successful Bidder to stop the work, declare the successful Bidder in breach, suspend or terminate the contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the successful Bidder or

deduct the amount paid from any sums due the successful Bidder under this contract.

10. ADDITIONAL INSURANCE

The successful Bidder is encouraged to purchase any such additional insurance as it deems necessary.

11. DAMAGES

The successful Bidder is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the successful Bidder, their subcontractors or anyone employed, directed or supervised by successful Bidder.

12. COST

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

13. INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the University Medical Center, Attention: Contracts Management. See the "Submission of Bids" clause in the General Provisions for the appropriate mailing address.

14. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by the successful Bidders' Insurance Company representative:

1. Insurance Broker's name, complete address, contact name, phone and fax numbers.
 2. Successful Bidder's name, complete address, phone and fax numbers.
 3. 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)
 4. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 5. Worker's Compensation
 6. Description: Bid Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 7. Certificate Holder
- University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102
8. Appointed Agent Signature to include license number and issuing state.

UMC 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.

COMPANIES AFFORDING COVERAGE

COMPANY A
LETTER

COMPANY'S

COMPANY B
LETTER

BEST KEY

COMPANY C
LETTER

RATING

COMPANY D
LETTER

COMPANY E
LETTER

INSURED

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

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	
3.	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE <input type="checkbox"/> INDEPENDENT CONTRACTOR	(A)	(B)	(C)	GENERAL AGGREGATE	\$(D) 2,000,000
					PRODUCTS-COMP/OP AGG.	\$(E) 2,000,000
					PERSONAL & ADV. INJURY	\$(F) 1,000,000
					EACH OCCURRENCE	\$(G) 1,000,000
					FIRE DAMAGE (Any one fire)	\$(H) 50,000
					MED. EXPENSE (Any one person)	\$(I) 5,000
					COMBINED SINGLE LIMIT	\$(M) 1,000,000
4.	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	(J)	(K)	(L)	BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
					EACH OCCURRENCE	\$
5.	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$
					STATUTORY LIMITS	
5.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				EACH ACCIDENT	\$
					DISEASEPOLICY LIMIT	\$
					DISEASECEACH EMPLOYEE	\$
6. DESCRIPTION OF BID: BID NO. 2009-24; Chiller Maintenance.						
7. CERTIFICATE HOLDER University Medical Center of Southern Nevada 1800 West Charleston Boulevard Las Vegas, NV 89102			CANCELLATION			
			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.			
			8. APPOINTED AGENT SIGNATURE			
			INSURER LICENSE NUMBER _____ ISSUED BY STATE OF _____.			

Attachment 3

**BID NO. 2014-13
Chiller Maintenance**

AFFIDAVIT
(for Sole Proprietors only)

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

- I am a Sole Proprietor;
- I will not use the services of any employees in the performance of this contract, identified as **Bid No. 2009-24**, entitled **Chiller Maintenance**;
- I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
- I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature

State of Nevada)
)ss.
County of Clark)

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

Notary Signature

STAMP AND SEAL

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business

<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Other
Business Designation Group (For informational purposes only)					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> LBE	<input type="checkbox"/> 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 or Representative (if applicable)					
Local Business Telephone:				Email:	
Local Business Fax:					

Disclosure of Ownership and Principals:

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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By checking this box I certify that none of the individuals involved in this business exceed more than five percent (5%) ownership or financial interest.

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 / Capacity

Print Name

Title

Date

BUSINESS GROUP DESIGNATION DEFINITIONS:

NOTE: *This page is for information purposes and does not need to be submitted with the signed Disclosure of Ownership/Principals form.*

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.