



**CLARK COUNTY WATER  
RECLAMATION DISTRICT**  
NOTICE OF INVITATION TO BID (ITB)  
SOLICITATION NO.: 240016

**PROCUREMENT  
SOLUTIONS SECTION**  
5857 E. Flamingo Rd.  
Las Vegas, Nevada 89122  
702-668-8090

**DESCRIPTION:** Elevator Maintenance and Repair Services

**SOLICITATION DUE  
DATE/TIME:** October 12, 2023, at 2:00:00 P.M., PST

**SUBMITTAL LOCATION:** Clark County Water Reclamation District  
Attn: Procurement Solutions Section  
5857 E. Flamingo Rd.  
Las Vegas, Nevada 89122

**COMMODITY CATEGORY:** Elevator

	<i>Date</i>	<i>Time</i>	<i>Location</i>
<b>PRE-BID CONFERENCE:</b>	<b>NONE</b>	<b>NONE</b>	<b>NONE</b>

In accordance with Nevada Revised Statutes (NRS) § Chapter 332, competitive sealed Bids for the goods or services specified will be received by the Clark County Water Reclamation District (DISTRICT), Procurement Solutions Section, Attn: Douglas Moore at the above specified location, until the time and date cited. All BID(S) must be received and in the actual possession of the DISTRICT Procurement Solutions Section on or prior to the time and date, and at the location specified above. Late offers will not be considered.

All BID(S) must be submitted in a sealed envelope or package with the Solicitation Number, Description and the Bidder's name and address clearly indicated on the envelope or package. All BID(S) must be completed in ink or typewritten. Additional instructions for preparing a Bid are included within this Solicitation.

**ALL BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

**Designated Contact Person:**  
Douglas Moore

**702-668-8094**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone Number

**dmoore@cleanwaterteam.com**

**September 14, 2023**

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Date

**SECTION A - SPECIAL INSTRUCTIONS TO BIDDER(S)**  
**SOLICITATION NO. ITB-240016**

**CONFIRMATION/RECEIPT FORM**

All prospective Bidder(s) interested in this Invitation to Bid, shall immediately upon receipt e-mail this confirmation form to the "Designated Contact Person" referenced on page one (1) of this ITB document.

***Failure to do so mean the prospective Bidder is not interested in the solicitation and does not want any associated addenda e-mailed.***

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**PROSPECTIVE BIDDER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:**

SOLICITATION NO. 240016

BID PAGES: 79

DESCRIPTION: Elevator Maintenance and Repair Services

**BIDDER 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: \_\_\_\_\_

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

Internet     Plan Room     E-mail     Newspaper     NGEM

**UPON RECEIPT IMMEDIATELY E-MAIL THIS CONFIRMATION FORM TO THE "DESIGNATED CONTACT PERSON" REFERENCED ON PAGE ONE (1) OF THIS ITB DOCUMENT**

# SECTION A - SPECIAL INSTRUCTIONS TO BIDDER(S)

## SOLICITATION NO. ITB-240016

### HELPFUL BID INFORMATION

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

#### INTERNET



All Clark County Water Reclamation Districts solicitations are now posted on the Internet at <https://www.cleanwaterteam.com/doing-business/procurement/bid-opportunities> as well as other important and useful purchasing related information. The solicitations are listed under “**Bid Opportunities.**” To locate a specific solicitation, click on the “Current Bid Opportunities” tab, 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 can be obtained directly from **NGEM**.

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#### PREBID CONFERENCE ATTENDANCE

##### WE WANT YOU!



You have received this “Invitation to Bid” with the anticipation of doing business with Clark County Water Reclamation District. 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 !

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#### NEED ASSISTANCE?



The Clark County Small Business Opportunity Program (SBOP) works with the Procurement Solutions Section 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 Water Reclamation District, please contact Procurement Solutions Section, at telephone number (702) 668-8090 or via email at [ProcurementSolutions@cleanwaterteam.com](mailto:ProcurementSolutions@cleanwaterteam.com).

**SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)**  
**SOLICITATION NO. ITB-240016**

**1.0 INTENT OF INVITATION TO BID (ITB):**

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

**2.0 DEFINITIONS:**

2.1 **Addendum:** A written document issued by DISTRICT, via the Procurement Solutions Section, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.

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

2.3 **Bid (DISTRICT):** A competitive solicitation by DISTRICT to procure goods and/or services in accordance with Nevada Revised Statutes (NRS) 332.

2.4 **Bid Form:** Standard printed (pricing sheet) form given to Bidders that must be completed and submitted back to DISTRICT with the Bid Packet, in correct format and sequence.

2.5 **Bid Packet:** ITB Exhibits, Bid Security (if required), and all other pertinent information requested for submittal.

2.6 **Bidder(s):** A supplier who submits a bid to DISTRICT.

2.7 **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Uniform Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Technical Specifications/Scope of Work, 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.

2.8 **BOT:** The Clark County Water Reclamation Board of Trustees.

2.9 **CONTRACT:** Contract documents include the ITB Documents (Offer & Acceptance Form, Uniform Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Specifications/Scope of Work), Addenda(s), SUCCESSFUL BIDDER'S Bid Form (Pricing Sheet), SUCCESSFUL BIDDER'S bonds (if applicable), Insurance and Notice of Award letter.

2.10 **DISTRICT:** The term used throughout these documents to mean Clark County Water Reclamation District and/or any other Governmental Entity that elects to join this contract per Nevada Revised Statutes 332.195.

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

2.12 **Governing Body:** Used throughout these documents to mean the Clark County Water Reclamation Board of Trustees.

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

2.14 **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.

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- 2.15 **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.
- 2.16 **Purchasing Administrator:** The Clark County Water Reclamation District Purchasing Administrator or their designee responsible for the Procurement Solutions Section.
- 2.17 **Purchase Order:** The formal authorization by DISTRICT for seller to provide goods and/or services to DISTRICT. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- 2.18 **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.
- 2.19 **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible and/or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- 2.20 **Rural:** Clark County has towns outside of the urban valley which include, but are not limited to: Laughlin, Moapa Valley, Searchlight, Overton, and Indian Springs.
- 2.21 **Service Call:** To include all applicable services as it pertains to work/task orders requested by the DISTRICT. Service shall also include after-hours call outs as required by DISTRICT.
- 2.22 **Urban:** This includes the contiguous urban Las Vegas Valley.
- 3.0 DESIGNATED CONTACTS:**
- 3.1 For questions pertaining to this ITB, please contact the “Designated Contact Person” referenced on page one (1) of this ITB document (E-mail Preferred).
- 4.0 CONTACT WITH DISTRICT DURING BIDDING PROCESS:**
- 4.1 Communication between a Bidder and a member of the BOT, or between a Bidder and a non-designated DISTRICT contact, regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.
- 5.0 PRE-BID CONFERENCE:**
- 5.1 There will be **“NO”** Pre-Bid Conference scheduled for this ITB. Please e-mail all questions to the “Designated Contact Person” referenced on page one (1) of this ITB document. The DISTRICT will not accept any additional questions after **Wednesday, September 27, 2023, at 12:00 P.M., PST.**
- 6.0 ADDENDA AND INTERPRETATIONS:**
- 6.1 If it becomes necessary to revise any part of this bid, a written Addendum will be issued by DISTRICT. DISTRICT shall not be bound by any oral representations, clarifications, or changes made in the written requirements and/or specifications by DISTRICT’S employees, unless such clarification or change is provided by the DISTRICT in written addendum form from the Procurement Solutions Section.
- 6.2 Bidder(s) shall take no advantage of any apparent error or omission in the ITB Document. In the event Bidder(s) discover such an error or omission, they shall immediately notify DISTRICT. DISTRICT will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the ITB Document through the issuance of an Addendum.

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- 6.3 All requests for additional information, clarifications and questions pertaining to this ITB should be e-mailed to the "Designated Contact Person" referenced on page one (1) of this ITB document. The DISTRICT will not accept any additional questions after **Wednesday, September 27, 2023, at 12:00 P.M., PST**. The DISTRICT shall provide written response to all questions received in writing before the ITB submittal deadline. Questions received from all Prospective Bidders(s) shall be answered in writing via Addendum and e-mailed to all prospective Bidder(s) who are listed as having obtained a copy of the ITB, per the Confirmation/Receipt form attached within the Special Instructions to Bidder(s), Section "A" of this ITB document. Addenda shall also be made available via Clark County Water Reclamation District website at <https://www.cleanwaterteam.com/doing-business/procurement/bid-opportunities>.
- 6.4 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 **Addendum Acknowledgement Form (Exhibit II)** provided within this ITB document. Failure to acknowledge receipt of all addenda may result in rejection of bid.
- 6.4.1 In the event the DISTRICT issues a late addendum, and a Bidder has already submitted their bid, the Bidder may re-submit **Addendum Acknowledgement Form (Exhibit II)** acknowledging all issued addenda in a separate envelope and/or electronically, so long as the Addendum does not change the Bid Form and/or cause a change in the Bidder's pricing and **Addendum Acknowledgement Form (Exhibit II)** is received by the due date and time.
- 7.0 DOCUMENT REVIEW:**
- 7.1 Bidders may visit Clark County Water Reclamation District, during normal business hours, to review any current ITB document. 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 Terms and Conditions, Section "C" of this ITB document. Bids submitted in response to this ITB may be reviewed by the public after issuance of the Notice of Intent to Award (NOIA) and after the DISTRICT has conducted its review/evaluation of all bids received. To review bid(s) submitted, an appointment must be made in advance to ensure that full consideration will be provided. Please contact the "Designated Contact Person" referenced on page one (1) of this ITB document to schedule an appointment. To obtain a copy of the bids submitted in response to this ITB, bidders will be required to fill out a Public Records Request Form which can be obtained by contacting the designated contact person referenced on page one (1) of this ITB document.
- 8.0 PREPARATION OF BID FORM:**
- 8.1 Bid pricing must be submitted on **Bid Form (Pricing Sheet) (Exhibit VI)** provided in this ITB 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.
- 8.2 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 DISTRICT. If there is no cost for a unit price, the Bidder **MUST** enter "0" or write the words "NO COST".
- 9.0 BID DOCUMENTS NECESSARY FOR SUBMITTAL:**
- 9.1 Bid Submittal Packet, shall consist of all required exhibits as referenced in the Minimum Bid Packet Content Requirements, Section "F" of this ITB document. Each completed "Exhibit" referenced within this ITB document shall be included within the bid packet. These documents, together, comprise a final/complete bid packet. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.
- 10.0 SUBCONTRACTOR INFORMATION:**

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10.1 Bidders shall submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) and Nevada Business Enterprise (NBE) subcontractors for CONTRACT utilizing the **Subcontractor Information Form (Exhibit V)** provided within this ITB document. The business designations information provided in **Subcontractor Information Form (Exhibit V)** by Bidder is for DISTRICT'S information only.

**11.0 RESERVED:**

**12.0 DESCRIPTIVE LITERATURE:**

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

**13.0 PRODUCTS:**

13.1 New Product:

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

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

**14.0 BRAND NAMES "OR EQUAL":**

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

**15.0 RESERVED:**

**16.0 RESERVED:**

**17.0 RESERVED:**

**18.0 ORDER QUANTITIES AND UNIT PRICING:**

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

**19.0 RESERVED:**

**20.0 DISCOUNT TERMS OF PAYMENT:**

20.1 Terms of payment, as listed on the **Bid Form (Pricing Sheet) (Exhibit VI)**, shall be defined as the amount of discount offered by Bidder to DISTRICT if payment is made within a specified time frame.

20.1.1 Examples:

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- 20.1.2 Terms of Payment: 2%, Net thirty (30) Calendar Days.
- 20.1.3 A 2% payment discount will be deducted from the purchase price if the invoice is paid within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.
- 20.1.4 Terms of Payment: 0%, Net thirty (30) Calendar Days.
- 20.1.5 No payment discount is offered, and payment is due within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.
- 20.2 **No prompt payment discount will be considered by DISTRICT in the bid evaluation process unless the discount period offered by Bidder is thirty (30) calendar days or more.**

**21.0 ADDITIONAL BIDS:**

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

**22.0 DEVIATIONS TO TERMS AND CONDITIONS:**

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

**23.0 DURATION OF OFFER:**

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

**24.0 RESERVED:**

**25.0 BIDDER'S REPRESENTATION:**

- 25.1 **Each Bidder by submitting their Bid represents that:**

- 25.1.1 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.
- 25.1.2 Bidder has visited or has knowledge of the project site and is familiar with the local conditions under which the work is to be performed.
- 25.1.3 **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 Addendum Acknowledgement Form (Exhibit II) provided within this ITB document. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.**

**26.0 SUBMISSION OF BIDS:**

- 26.1 All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the ITB number and description as referenced on page one (1) of this ITB document. Bidders are requested to submit one (1) Original signed hard copy and one (1) Electronic CD and/or Electronic USB Flash Drive, which shall contain a scanned copy of the complete/final, signed Bid Packet. The required documents that comprise a complete Bid

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Packet are referenced within the **Minimum Bid Packet Content Requirements within Section “F”** of this ITB document. No responsibility will attach to DISTRICT, 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 the designated “Due Date and Time” referenced on page one (1) of this ITB document and/or as subsequently modified via issued Addendum will be based upon the time clock at the Clark County Water Reclamation District Customer Service desk will be accepted, recorded as late, shall remain unopened and be formally rejected and returned to the Bidder once an award is made. FAXED AND/OR E-MAILED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

26.2 All Bids shall be delivered and/or mailed to the following address prior to the designated “Due Date and Time” referenced on page one (1) of this ITB document and/or as subsequently modified via issued Addendum:

26.2.1 Clark County Water Reclamation District  
Attn: Douglas Moore  
Procurement Solutions Section  
5857 East Flamingo Road  
Las Vegas, Nevada 89122

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

26.4 **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.** Per Section B –UNIFORM INSTRUCTIONS TO BIDDERS, Provision 26.1 SUBMISSION OF BIDS, every attempt should be made by bidders to ensure that the courier’s packaging is properly marked to avoid the pre-opening of, post opening of, or failure to open the submitted bid.

26.5 **All Bids received at the time, date and location as specified herein will be publicly opened and read aloud. ~~Bidders and other interested parties are invited to attend the bid opening.~~**

26.5.1 **Due to current DISTRICT COVID 19 Safety Restrictions being in place at the time of this active solicitation, Bidders and other interested parties will be unable to attend the bid opening. Subsequently, to the reading of the opened Bids, the preliminary “BID OPENING RECORD” as read will be e-mailed to each Bidder and posted to the DISTRICT website.**

**27.0 COST TO PREPARE AND SUBMIT RESPONSE:**

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

**28.0 WITHDRAWAL OF BID:**

28.1 Before Bid Opening

28.1.1 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 “Designated Contact Person” referenced on page one (1) of this ITB document, in writing, or a bid release form has been properly completed and submitted to the Procurement Solutions Section. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

28.2 After the Bid Opening

28.2.1 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

## **SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)**

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deemed non-responsible if responding to future ITBs or may be required to forfeit its bid bond (if applicable).

#### **29.0 LOWEST RESPONSIVE AND RESPONSIBLE BIDDER:**

29.1 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. DISTRICT has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by SUCCESSFUL BIDDER during the term of CONTRACT, but these offers will not be part of the determination for award of this bid unless otherwise specified.

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

#### **30.0 REJECTION OF BID:**

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

#### **31.0 DISQUALIFICATION OF BIDDERS:**

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

31.1.1 Failure to use the specified Bid Form furnished by DISTRICT.

31.1.2 Lack of signature by an authorized representative.

31.1.3 Failure to properly complete the Bid Form.

31.1.4 Evidence of collusion among Bidders.

31.1.5 Unauthorized alteration to content of the Bid Form.

31.1.6 Failure to acknowledge all addenda issued.

#### **32.0 TIE-BIDS:**

32.1 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 DISTRICT can justify awarding to Bidder with the lowest responsive and responsible bid.

32.2 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 (Provision 34.0) within the Uniform Instruction to Bidders, Section "B". 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.

#### **33.0 PROTESTS:**

33.1 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

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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 Administrator, within five (5) business days after the Notice of Intent to award a contract is issued by the DISTRICT or authorized representative. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Administrator 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 BOT. The Purchasing Administrator or their designee will notify the protestor of the date they may appear to present their appeal to the BOT. Protestor MUST submit to the Purchasing Administrator fifteen (15) copies of any document's protestor intends to present to the BOT and all documents MUST be submitted ten (10) calendar days prior to the BOT meeting. The decision of the BOT will be final. The BOT is not required to consider protests unless this procedure is followed.

33.2 Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashier's check, money order or certified check, to DISTRICT 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:

33.2.1 25% of the total value of the bid submitted by Bidder filing the notice of protest; or

33.2.2 \$250,000

33.3 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 BOT makes a determination on the protest.

33.4 A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BOT has made a determination on the protest and awards CONTRACT.

33.5 Neither the BOT 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.

33.6 If the protest is upheld by the BOT, 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 BOT, DISTRICT may make a claim against the bond or other security in an equal amount to the expenses incurred by DISTRICT 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.

**34.0 METHOD OF AWARD:**

34.1 Award will be made to the lowest responsive and responsible Bidder in aggregate, contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by DISTRICT. Award of bid may require BOT approval. Bidders must bid on all items to be considered responsive. If a Bidder selects a "No Bid" option on any of the items specified within a specific line item, their bid will be deemed non-responsive.

**35.0 NOTICE OF AWARD:**

35.1 Award of this bid will be by the issuance of a purchase order. CONTRACT shall include the ITB Documents (Offer & Acceptance Form, Uniform Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Specifications/Scope of Work), Addenda(s), SUCCESSFUL BIDDER'S Bid Form (Pricing Sheet), SUCCESSFUL BIDDER'S bonds (if applicable), Insurance and Notice of Award letter.

**36.0 AUTHORIZED REPRESENTATIVE:**

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36.1 The individual signing the Official Bid Offer and Acceptance Form (Exhibit I) provided within this ITB document, upon request by the DISTRICT shall submit written evidence that they have the authority to bind their company in matters relating to this bid. A corporate resolution, power-of-attorney, or other appropriate authorizing documents are suitable proof of this authority. Failure to provide suitable proof of authority may be cause for rejection of bid.

**37.0 INITIAL TERM:**

37.1 The initial term of CONTRACT shall be from date of award for a period of one (1) year.

**38.0 CONTRACT RENEWAL:**

38.1 Upon expiration of the Initial Term, and so long as the DISTRICT appropriates funds to this CONTRACT, the CONTRACT will be automatically renewed for four (4) successive one-year terms under the same terms and conditions. If the DISTRICT'S User Department elects not to renew this CONTRACT, the DISTRICT Purchasing Administrator or designee shall notify Successful Bidder in writing of non-renewal at least 30 days before the expiration of the then current term.

**39.0 CONTRACT EXTENSION:**

39.1 DISTRICT reserves the option to temporarily extend CONTRACT for up to ninety (90) calendar days from its expiration date for any reason, as long as the total contract term does not exceed a period of five (5) years. The current contract pricing shall remain in effect through the contract extension period.

39.2 The extension must be in writing from the DISTRICT but does not require amendment of this CONTRACT.

**40.0 INSURANCE:**

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

40.2 SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless SUCCESSFUL BIDDER is a Sole Proprietor and shall be required to submit an **Affidavit (Only Required for Sole Proprietor) Attachment "B"** of this ITB document, 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.

40.3 SUCCESSFUL BIDDER shall include the cost of the insurance coverages in its bid price(s). SUCCESSFUL BIDDER shall provide DISTRICT with proof of insurance as specified within ten (10) calendar days after DISTRICT request.

40.4 SUCCESSFUL BIDDER shall obtain and maintain the insurance coverages required in the **Insurance Requirements Attachment "A"** of this ITB document, to be incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in the **Insurance Requirements Attachment "A"** of this ITB document. All Bidders shall include the cost of the insurance coverages in their bid price(s).

**41.0 FAILURE TO MAINTAIN COVERAGE:**

41.1 If SUCCESSFUL BIDDER fails to maintain any of the insurance coverages required herein, DISTRICT 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. DISTRICT 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.

**SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)**  
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**42.0 ADDITIONS & DELETIONS:**

42.1 The DISTRICT, by written notice from the DISTRICT Purchasing Administrator or designee to the SUCCESSFUL BIDDER, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the DISTRICT. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the **Bid Form (Pricing Sheet) (Exhibit VI)**. In the event additional equipment, supplies, locations and/or services are not identical to the item(s) already awarded, the charges therefore will then be charged to the DISTRICT at the Successful Bidder's normal and/or customary charges and/or rates for the equipment, supplies, locations and/or services, which shall be similar to the overall classification of the ITB's intent if such rates are found to be fair and reasonable.

**43.0 RESERVED:**

**44.0 RESERVED:**

**45.0 PRE-PERFORMANCE CONFERENCE:**

45.1 Subsequent to contract award, the SUCCESSFUL BIDDER shall be required to attend a pre-performance conference. The DISTRICT's assigned Project Manager or designee will host the pre-performance conference. The purpose of the pre-performance conference is for the SUCCESSFUL BIDDER to introduce his/her assigned Project Manager/Account Representative to the DISTRICT staff and for DISTRICT staff to introduce the primary contract representatives of the DISTRICT.

45.2 Items to be addressed at the conference shall include, but are not limited to, the following:

45.2.1 Start-up and phase-in and performance schedule

45.2.2 Contract administration

45.2.3 Facilities utilization

45.2.4 Channels of communication

45.2.5 Procedures to be used to ensure Successful Bidder can meet all the specified requirements of the CONTRACT.

**45.0 STATE OF NEVADA LEGAL HOLIDAYS:**

46.1 SUCCESSFUL BIDDER is advised that below there are eleven (11) firm legal holidays and twelve (12) when December 31st falls on Friday.

46.1.1 Martin Luther King's Birthday

46.1.2 Presidents' Day

46.1.3 Memorial Day

46.1.4 Juneteenth

46.1.5 Independence Day

46.1.6 Labor Day

**SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)**  
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46.1.7 Nevada Admission Day

46.1.8 Veteran's Day

46.1.9 Thanksgiving Day and the Friday After

46.1.10 Christmas Day

46.1.11 New Year's Day

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

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## **SECTION C - GENERAL TERMS AND CONDITIONS**

### **SOLICITATION NO.: ITB-240016**

#### **1.0 ASSIGNMENT OF CONTRACTUAL RIGHTS:**

1.1 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 DISTRICT and any sureties.

#### **2.0 AUDITS:**

2.1 The performance of CONTRACT by SUCCESSFUL BIDDER is subject to review by DISTRICT to ensure CONTRACT compliance. SUCCESSFUL BIDDER agrees to provide DISTRICT 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.

#### **3.0 AUTHORITY:**

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

#### **4.0 BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION:**

4.1 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.

#### **5.0 CLARK COUNTY WATER RECLAMATION DISTRICT'S PROPERTY:**

5.1 All property owned by DISTRICT and furnished to SUCCESSFUL BIDDER for the purpose of performance under this Bid will be identified and marked as DISTRICT'S property and adequately insured by SUCCESSFUL BIDDER for DISTRICT'S protection. In the event that DISTRICT'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 DISTRICT for the value or expense of replacement, whichever is greater in accordance with DISTRICT request.

#### **6.0 COLLUSION AND ADVANCE DISCLOSURES:**

6.1 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.

6.2 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.

#### **7.0 CONSUMPTION ESTIMATES:**

7.1 The quantities appearing in the **Bid Form (Pricing Sheet) Exhibit VI** are examples and 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.

#### **8.0 CONTRACT AMENDMENTS:**

## **SECTION C - GENERAL TERMS AND CONDITIONS**

### **SOLICITATION NO.: ITB-240016**

- 8.1 Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, DISTRICT 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 DISTRICT 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 Purchasing Administrator or their designee.
- 9.0 DISCLOSURE OF OWNERSHIP / PRINCIPALS:**
- 9.1 Any Bidder recommended for award of CONTRACT by the BOT is required to provide the information on the **Disclosure of Ownership/Principals Form (Exhibit VII)** provided within this ITB document. The **Disclosure of Ownership/Principals Form (Exhibit VII)** shall be submitted with the Bidders Bid Packet. Failure to fill out and submit the subject form by Bidders may be cause for rejection of the bid.
- 10.0 DRUG-FREE WORKPLACE:**
- 10.1 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 DISTRICT property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 11.0 EMPLOYMENT OF UNAUTHORIZED ALIENS:**
- 11.1 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.
- 12.0 FEDERAL, STATE, LOCAL LAWS:**
- 12.1 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.
- 13.0 FISCAL FUNDING OUT:**
- 13.1 DISTRICT reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If DISTRICT 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.
- 14.0 FORCE MAJEURE:**
- 14.1 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 DISTRICT satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.
- 15.0 GOVERNING LAW/VENUE OF ACTION [GOODS, SERVICES]:**
- 15.1 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.
- 16.0 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS:**
- 16.1 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

## **SECTION C - GENERAL TERMS AND CONDITIONS**

### **SOLICITATION NO.: ITB-240016**

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:

- 16.1.1 Amendment(s)
- 16.1.2 General Terms and Conditions
- 16.1.3 Addenda
- 16.1.4 Uniform Instructions to Bidders
- 16.1.5 Federal Requirements (If Applicable)
- 16.1.6 Special Terms and Conditions
- 16.1.7 Technical Specifications/Scope of Work

#### **17.0 INDEMNITY:**

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

#### **18.0 INVOICING:**

18.1 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 DISTRICT 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.

18.2 All invoices should include the following information:

- 18.2.1 Company Name
- 18.2.2 Complete Address (including street, city, state, and zip code)
- 18.2.3 Telephone Number
- 18.2.4 Contact Person
- 18.2.5 Itemized description of products delivered (including quantities) or services rendered (including dates)
- 18.2.6 DISTRICT Purchase Order Number
- 18.2.7 Company's Tax Identification Number
- 18.2.8 Bid Number
- 18.2.9 Itemized pricing and total amount due (excluding Sales and Use Tax)

## **SECTION C - GENERAL TERMS AND CONDITIONS**

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18.2.10 Percentage Discounts/ Payment Terms (if offered)

18.2.11 Company's Invoice Number

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

#### **19.0 INVOICE AUDITS:**

19.1 SUCCESSFUL BIDDER shall provide to DISTRICT, within ten (10) business days of DISTRICT'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 (Pricing Sheet) Exhibit VI**. The format of the report will depend on the pricing structure provided on the **Bid Form (Pricing Sheet) Exhibit VI**. The report shall be subject to review and approval by DISTRICT'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 DISTRICT. In the event that SUCCESSFUL BIDDER undercharged DISTRICT, DISTRICT shall reimburse SUCCESSFUL BIDDER within ten (10) business days. In the event that SUCCESSFUL BIDDER overcharged DISTRICT, SUCCESSFUL BIDDER shall reimburse DISTRICT within ten (10) business days. If overcharges are found, DISTRICT may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

#### **20.0 NON-DISCRIMINATION:**

20.1 The BOT is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that DISTRICT 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 gender expression, age, disability, national origin, or any other protected status, DISTRICT may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

#### **21.0 NON-ENDORSEMENT:**

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

#### **22.0 OUT OF STATE SUPPLIERS:**

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

#### **23.0 PARTIAL PAYMENTS:**

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

#### **24.0 PATENT INDEMNITY:**

24.1 SUCCESSFUL BIDDER hereby indemnifies and shall defend and hold harmless DISTRICT, 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 DISTRICT, 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

## **SECTION C - GENERAL TERMS AND CONDITIONS**

### **SOLICITATION NO.: ITB-240016**

otherwise by DISTRICT; provided that DISTRICT 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 DISTRICT.

24.2 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.

#### **25.0 PUBLIC RECORDS:**

25.1 The DISTRICT 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 DISTRICT'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 DISTRICT may not be disclosed until the bid is recommended for award of a contract.

#### **26.0 PURCHASE ORDERS:**

26.1 The Procurement Solutions Section will issue a purchase order(s) which will authorize SUCCESSFUL BIDDER to deliver and invoice for the product(s) or service(s) offered.

#### **27.0 RIGHT OF INSPECTION AND REJECTION:**

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

#### **28.0 SEVERABILITY:**

28.1 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.

#### **29.0 SUBCONTRACTS:**

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

#### **30.0 SUBCONTRACTOR / INDEPENDENT CONTRACTOR:**

30.1 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 DISTRICT 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

## **SECTION C - GENERAL TERMS AND CONDITIONS**

### **SOLICITATION NO.: ITB-240016**

create any contractual relationship between any such Subcontractor and DISTRICT. SUCCESSFUL BIDDER shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

#### **31.0 SUSPENSION BY THE DISTRICT FOR CONVENIENCE:**

- 31.1 DISTRICT 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 DISTRICT may determine.
- 31.2 In the event DISTRICT 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 DISTRICT. Equitable adjustment shall be based on appropriated funds and approval by DISTRICT.
- 31.3 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.

#### **32.0 TAXES:**

- 32.1 DISTRICT 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.

#### **33.0 TERMINATION FOR CONVENIENCE:**

- 33.1 DISTRICT reserves the right to terminate CONTRACT in whole or part at any time whenever DISTRICT shall determine that such a termination is in the best interest of DISTRICT without penalty or recourse upon thirty (30) calendar day's written notice of intent to terminate.

#### **34.0 TERMINATION FOR CAUSE:**

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

#### **35.0 TITLE AND RISK OF LOSS:**

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

#### **36.0 USE BY OTHER GOVERNMENT ENTITIES:**

- 36.1 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.

#### **37.0 WARRANTY:**

- 37.1 SUCCESSFUL BIDDER warrants that the goods and services covered under this bid will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. SUCCESSFUL BIDDER shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment or materials or for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by DISTRICT, proceed at its own expense to replace and repair same, together with any damage

## **SECTION C - GENERAL TERMS AND CONDITIONS**

### **SOLICITATION NO.: ITB-240016**

to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.

#### **38.0 ISRAEL BOYCOTT DISCLAIMER:**

38.1 In accordance with NRS 332.065, by executing this AGREEMENT, the SUCCESSFUL BIDDER certifies that it is not currently engaged in, and for the duration of the Term will not engage in, a boycott of Israel.

#### **39.0 DATA PRIVACY AND SECURITY:**

39.1 Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.

39.2 SUCCESSFUL BIDDER shall comply with Nevada's data security laws and with the terms and conditions set forth in this CONTRACT in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by the DISTRICT.

39.3 At least annually, SUCCESSFUL BIDDER shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments.

39.4 SUCCESSFUL BIDDER shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition, disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this CONTRACT.

39.5 SUCCESSFUL BIDDER agrees to notify the DISTRICT, without unreasonable delay and in the most expedient time possible, of a security breach where unencrypted Personal Information transferred to SUCCESSFUL BIDDER by the DISTRICT was, or is reasonably believed to have been, acquired by an unauthorized person.

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**SECTION D - SPECIAL TERMS AND CONDITIONS**  
**SOLICITATION NO.: ITB-240016**

**1.0 DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER:**

- 1.1 Apparent low Bidder shall furnish the following information and documents within ten (10) business days of DISTRICT'S request:
  - 1.1.1 SUCCESSFUL BIDDER shall designate a Project Manager/Account Representative to provide contract oversight. Provide name, phone number and e-mail address of Project Manager/Account Representative and his/her designee. Should another Project Manager/Account Representative be assigned during the term of this CONTRACT, it is SUCCESSFUL BIDDER'S responsibility to notify DISTRICT, in writing, within ten (10) business days of the change;
  - 1.1.2 SUCCESSFUL BIDDER shall provide a copy of its current Insurance Certificate that is in accordance with the Insurance Requirements as set forth within this ITB, Section B - Uniform Instructions to Bidders;
  - 1.1.3 SUCCESSFUL BIDDER shall provide a copy of all applicable licenses and/or certifications required to perform the requirements as set forth within this ITB, Section E – Specifications/Scope of Work;
  - 1.1.4 SUCCESSFUL BIDDER shall provide a proof of authorized representative who can bind contract (i.e., copy of corporate resolution, power-of-attorney, or other appropriate authorizing documents are suitable proof of this authority).

**2.0 ENGLISH SPEAKING REPRESENTATIVE:**

- 2.1 DISTRICT requires SUCCESSFUL BIDDER have one person capable of clear communication in the English language. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

**3.0 CONTRACT PERFORMANCE EVALUATION:**

- 3.1 If the DISTRICT has ample/sufficient past performance documentation/justification and/or if the DISTRICT is required to conduct a new solicitation solely due to SUCCESSFUL BIDDER routine poor performance, whose CONTRACT was not terminated by cause, convenience and/or which the optional years were not exercised; the DISTRICT may reject any new bids/offers from the incumbent BIDDER, due to being non-responsible on the previous CONTRACT.

**4.0 LOCATION AND HOURS OF SERVICE:**

- 4.1 All Work shall be performed at DISTRICT Flamingo location at 5857 E. Flamingo Rd., Las Vegas, NV 89122, Monday through Friday (excluding DISTRICT'S holidays), between the hours of 7:00 AM - 3:00 PM PST (Pacific Standard Time).
  - 4.1.1 During this CONTRACT the DISTRICT may add additional work, which may be performed at DISTRICT Laughlin Water Resource Center location at 450 Bruce Woodbury Drive, Laughlin, NV 89029, Monday through Friday (excluding DISTRICT'S holidays), between the hours of 7:00 AM - 3:00 PM PST (Pacific Standard Time). Weekend work must be agreed upon, in advance by DISTRICT'S authorized personnel.
  - 4.1.2 DISTRICT Desert Breeze location at 4085 Tomsik St., Las Vegas, NV 89147, Monday through Friday (excluding DISTRICT'S holidays), between the hours of 7:00 AM - 3:00 PM PST (Pacific Standard Time). Weekend work must be agreed upon, in advance by DISTRICT'S authorized personnel.
- 4.2 During the hours of 7:00 AM to 3:00 PM PST, SUCCESSFUL BIDDER shall coordinate all services through DISTRICT'S Manager/Supervisor or designee. This is to ensure the least disruption to the DISTRICT operations.

**5.0 SERVICE PROVIDER REQUIREMENTS:**

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

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- 5.2 SUCCESSFUL BIDDER'S employees assigned to perform under CONTRACT must have at least 2 years of experience. Replacement employees must also meet the 2 years of experience qualification unless SUCCESSFUL BIDDER receives a waiver in writing from DISTRICT to approve an employee with less than 2 years of experience;
- 5.3 SUCCESSFUL BIDDER shall have a minimum of two (2) certified factory trained service technicians, for each type of equipment specified herein on call duty at all times; and
- 5.4 SUCCESSFUL BIDDER is required to maintain all required licensing and certifications to provide services at all of DISTRICT'S facilities contained herein.

#### **6.0 FAILURE TO DELIVER:**

- 6.1 In the event that SUCCESSFUL BIDDER fails to deliver the product and/or service in accordance with the terms and conditions of CONTRACT, DISTRICT shall have the option to either terminate CONTRACT or temporarily procure the product and/or service from another supplier. If the product and/or service are procured from another supplier, SUCCESSFUL BIDDER shall pay to DISTRICT any difference between the bid price and the price paid to the other supplier.

#### **7.0 DAMAGED OR DEFECTIVE PRODUCTS:**

- 7.1 SUCCESSFUL BIDDER shall replace, at no cost to DISTRICT, damaged or defective products within two (2) calendar day(s) after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, SUCCESSFUL BIDDER shall pay DISTRICT any difference between the bid price and the price paid to the other supplier.

#### **8.0 PERFORMANCE REQUIREMENTS:**

- 8.1 DISTRICT 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, DISTRICT is not in compliance with applicable laws, regulations, or codes, SUCCESSFUL BIDDER shall immediately notify DISTRICT and make recommendations to bring the non-compliant issue/concern up to standard. Furthermore, the laws, regulations, and codes are to be recognized as a minimum allowable standard of such.

#### **9.0 INVOICING REQUIREMENT:**

- 9.1 This Bid may represent the requirements from numerous DISTRICT departments. Each user department will issue individual Purchase Orders dictating contact information and any additional invoicing requirements. All Purchase Orders sent to SUCCESSFUL BIDDER will identify the department or division for which supplies and/or services are required and list the location where associated invoices shall be sent.
- 9.2 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, DISTRICT is precluded from payment of invoices submitted beyond six (6) months from the date SUCCESSFUL BIDDER performs the services.

#### **10.0 DISPUTES:**

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

#### **11.0 LABOR RATE:**

- 11.1 SUCCESSFUL BIDDER and all subcontractors shall be bound by and comply with all federal, state and local laws regarding prevailing 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 DISTRICT.

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#### **12.0 REMOVAL OF EMPLOYEE:**

12.1 DISTRICT 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 DISTRICT.

#### **13.0 FURNISHING SUPERVISION OF EMPLOYEES:**

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

#### **14.0 SAFETY REQUIREMENTS:**

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

#### **15.0 RESPONSIBILITY FOR WORK SECURITY:**

15.1 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, DISTRICT'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.

15.2 SUCCESSFUL BIDDER shall comply with all applicable laws and regulations. SUCCESSFUL BIDDER shall cooperate with DISTRICT on all security matters and shall promptly comply with any project security requirements established by DISTRICT. 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.

15.3 SUCCESSFUL BIDDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to DISTRICT in a timely manner.

#### **16.0 PROHIBITED ACTIVITIES WHILE ON DISTRICT'S PROPERTIES:**

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

#### **17.0 INGRESS AND EGRESS OF FACILITIES:**

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

#### **18.0 DAMAGE TO DISTRICT PROPERTY:**

18.1 SUCCESSFUL BIDDER shall perform all work in such manner that does not damage DISTRICT property. In the event damage occurs to DISTRICT property or adjacent property by reason of services performed under CONTRACT, SUCCESSFUL BIDDER shall replace or repair the same at no cost to DISTRICT. If damage caused

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by SUCCESSFUL BIDDER has to be repaired or replaced by DISTRICT, the cost of such work shall be deducted from monies due SUCCESSFUL BIDDER.

#### **19.0 PERFORMANCE REQUIREMENTS:**

19.1 DISTRICT 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, DISTRICT is not in compliance with applicable laws, regulations, or codes, SUCCESSFUL BIDDER shall immediately notify DISTRICT and make recommendations to bring the buildings, facilities and/or equipment up to standard. Furthermore, the laws, regulations, and codes are to be recognized as a minimum allowable standard of such; and

19.2 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 DISTRICT to ensure compliance with CONTRACT and industry standard. SUCCESSFUL BIDDER shall not charge processing fees for any warranty related work.

19.2.1 Any services performed that are deemed by DISTRICT not in conformity with the specifications of CONTRACT or industry standard shall require SUCCESSFUL BIDDER to perform services again within seven (7) business days at no additional cost to DISTRICT. Consistent sub-standard performance and/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 DISTRICT'S property.

#### **19.3 WORK PLAN**

19.3.1 Immediately following award, SUCCESSFUL BIDDER shall develop a work plan/schedule to provide the services requested herein (Refer to ITB Section E, Specifications/Scope of Work). This work plan shall include at minimum, dates of initial services and performance, Monthly Operating Inspection and any other services deemed necessary in accordance with manufacturer's suggested preventive maintenance plan as required for each piece of equipment. The work plan shall include the dates of last service, the dates of next service, the time required to complete service in hours and the name of the technician(s) who will perform the service.

19.3.2 DISTRICT'S Manage/Designee will assist SUCCESSFUL BIDDER in obtaining a list of the actual equipment housed in each facility and the contact information for DISTRICT'S representative assigned to each facility for the purposes of CONTRACT.

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

#### **19.4 SERVICE LOGS AND SERVICE TICKETS**

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

19.4.2 SUCCESSFUL BIDDER shall, on a weekly basis for the duration of the term of CONTRACT, provide DISTRICT with a hard copy of all service tickets for both scheduled and unscheduled service that is performed under CONTRACT. SUCCESSFUL BIDDER shall provide DISTRICT all service tickets electronically within twenty-four (24) hours of completion of service.

19.4.3 The SUCCESSFUL BIDDER shall maintain all logs and service tickets for audit purposes that may be conducted by the DISTRICT per Section C, General Terms and Conditions, Provision 2.0 Audits.

#### **20.0 NORMAL RESPONSE TIME:**

20.1 Response time to be on site, for call-out or call-back services in the Las Vegas Metropolitan area shall be within twenty-four (24) hours from the time DISTRICT'S Manager or designee calls the SUCCESSFUL BIDDER

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designated Project Manager or designee. If requested at time of call out or call back, SUCCESSFUL BIDDER'S representative shall provide an estimated time of arrival to DISTRICT'S Manager or designee.

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

#### **21.0 SERVICES AND EMERGENCY REPAIR:**

21.1 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 emergency callouts, if required.

21.2 SUCCESSFUL BIDDER shall have twenty-four (24) hours per day, seven (7) days per week, 365 days a year answering service. SUCCESSFUL BIDDER'S Project Manager or designee shall contact DISTRICT'S designated representative(s) within Thirty (30) minutes to acknowledge receipt of emergency call back.

21.3 SUCCESSFUL BIDDER shall maintain the necessary inventory of parts and materials required to meet the emergency performance timeframes of CONTRACT.

21.4 SUCCESSFUL BIDDER (if reasonable) shall complete service calls or emergency repairs within one (1) hour after being notified by DISTRICT that a building or facility requires emergency service. If service call or emergency repair(s) cannot be completed within one (1) hour, SUCCESSFUL BIDDER shall notify DISTRICT Manager or designee in writing to include estimated time of completion. In these instances, DISTRICT reserves the right to procure services from another Supplier. Any additional costs incurred by DISTRICT above and beyond SUCCESSFUL BIDDER'S price will be credited to DISTRICT on SUCCESSFUL BIDDER'S next invoice.

21.5 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 DISTRICT'S Manager or designee prior to leaving DISTRICT'S premises of actions taken.

#### **22.0 INSPECTON REQUIREMENTS:**

22.1 DISTRICT does not recognize or acknowledge "make-up days" for scheduled inspections. All inspections shall be completed as per DISTRICT approved Inspection Schedule unless written approval from DISTRICT is received. Continued deviation from DISTRICT approved Inspection Schedule may result in the termination of CONTRACT.

#### **23.0 SUCCESSFUL BIDDER QUALITY CONTROL PROGRAM:**

23.1 SUCCESSFUL BIDDER shall establish a complete Quality Control Program (QCP) to ensure the requirements of CONTRACT are provided as specified. SUCCESSFUL BIDDER may be required to provide a copy of their QCP to DISTRICT Manager or designee within seven (7) business days upon request. The QCP shall be a system for identifying and correcting deficiencies in the quality of service, before the level of performance becomes unacceptable and/or DISTRICT points out the deficiencies. The program shall include but not be limited to the following:

23.1.1 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;

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

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

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#### **24.0 INSPECTION OF EQUIPMENT USED:**

24.1 All equipment used to perform the required services, shall be subject to inspection and test prior to and during the performance of CONTRACT by DISTRICT 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.

#### **25.0 ANNUAL CONTRACT CLOSE-OUT PROCEDURE:**

25.1 At least sixty (60) business days prior to the completion of CONTRACT's initial term and any renewal terms thereafter, DISTRICT will:

25.1.1 Inspect the maintenance work, logs, and other records to determine if work is complete and in compliance with CONTRACT;

25.1.2 Schedule an inspection with SUCCESSFUL BIDDER. This inspection shall be for the purpose of developing a "punch list" of items requiring correction, repair, or completion prior to completion of CONTRACT. The punch list shall include comments made by DISTRICT; and

25.1.3 Compile the "punch list" from the comments provided at the inspection and supply a typewritten copy to SUCCESSFUL BIDDER. Upon distribution of the punch list items to SUCCESSFUL BIDDER, establish a timeline for completion of items appearing on the "punch List".

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

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

#### **26.0 THIRD PARTY INSPECTIONS:**

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

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

#### **27.0 DISPUTES:**

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

#### **28.0 LIQUIDATED DAMAGES - COMPLETION OF CONTRACT:**

28.1 In case of failure on the part of the SUCCESSFUL BIDDER to deliver the product and/or service within the time specified, or with such additional time as may be granted by the formal action of DISTRICT, SUCCESSFUL BIDDER shall pay to DISTRICT, as liquidated damages, **\$100.00** per calendar day. This sum shall be considered as reimbursement, in part, to DISTRICT for the loss of the use of the items agreed to in this document. The liquidated

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damages shall be deducted from the next invoice from SUCCESSFUL BIDDER or billed to SUCCESSFUL BIDDER directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

#### **29.0 SUBMITTAL OF USAGE REPORTS:**

29.1 SUCCESSFUL BIDDER shall submit a bi-monthly and annual usage report seven (7) business days after the end of the specified period. The report shall list all items purchased by DISTRICT for the period, including all specified and non-specified bid items. The report shall be submitted in duplicate to the DISTRICT'S Manager or designee. The report shall list the services performed, manufacturer's part number (if applicable), description, and quantity purchased for that period.

#### **30.0 REPLACEMENT PARTS:**

30.1 All major component replacement parts shall be readily available from suppliers within three (3) calendar days.

#### **31.0 STORAGE OF MATERIALS:**

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

#### **32.0 CLEANING UP:**

32.1 SUCCESSFUL BIDDER shall, always, 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 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, DISTRICT may accomplish the same at SUCCESSFUL BIDDER'S expense.

#### **33.0 EQUIPMENT/MATERIAL AND SALARY RECOVERY:**

33.1 SUCCESSFUL BIDDER shall be required to reimburse the DISTRICT via credit memo or a reduced invoice amount(s) for allowable cost, whereby DISTRICT personnel and/or equipment was utilized to assist SUCCESSFUL BIDDER in accomplishing any tasks as stipulated within SECTION E – SPECIFICATIONS/SCOPE OF WORK. DISTRICT personnel shall generate a Time(labor)/Equipment/Material "Work Breakdown Summary (WBS)", which adequately documents the amount of time DISTRICT personnel (hourly rate(s)) spent assisting the SUCCESSFUL BIDDER in completing the specified task(s). Moreover, for all DISTRICT equipment/materials used in performing a specified task(s) the DISTRICT shall describe in detail as these costs shall be recouped based upon applicable market rate(s). The DISTRICT shall be required to provide the SUCCESSFUL BIDDER with a copy of the WBS within three (3) business days upon completion of the specified task(s).

33.2 SUCCESSFUL BIDDER shall provide DISTRICT with a credit memo or a reduced invoice amount(s) within thirty (30) days of receipt of WBS from the DISTRICT. All credit memo(s) shall reference DISTRICT CONTRACT/PO number and DISTRICT issued WBS documentation shall be attached.

33.3 Any DISTRICT issued WBS outside the period of performance of the specified task(s) are not allowable.

33.4 A WBS is only considered reasonable if the SUCCESSFUL BIDDER failed to provide adequate resources, equipment or materials required to complete the specified task(s) under normal circumstances.

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## **SECTION E - SPECIFICATIONS / SCOPE OF WORK**

### **SOLICITATION NO.: ITB-240016**

#### **1.0 STATEMENT OF SERVICES:**

- 1.1 The SUCCESSFUL BIDDER shall furnish all personnel, supervision, labor, reports, records, equipment, tools, materials, parts, supplies, transportation, license, and permits (including all applicable fees for license, and permits) necessary to provide elevator maintenance and repair services in a safe manner and in accordance to the most recent and effective American Society of Mechanical Engineers (ASME) standard A17.1 and all applicable federal, state and local laws.
- 1.2 The SUCCESSFUL BIDDER shall provide elevator maintenance and repair services at the DISTRICT facilities listed in (Section E, Specifications/Scope of Work, Provision 34.0 - Work Location List of Elevators to Be Maintained).
- 1.3 The SUCCESSFUL BIDDER shall coordinate the performance of its elevator maintenance and repair services with the DISTRICT Manager or designee.
- 1.4 The SUCCESSFUL BIDDER shall comply with all rules, regulations, and laws established by any local, state and/or federal regulatory or legislative body having jurisdiction over the facilities owned/managed by the DISTRICT and covered by/under this contract.
- 1.5 The SUCCESSFUL BIDDER'S performance shall be in accordance with the highest quality standards prevailing in the elevator industry.
- 1.6 Before the SUCCESSFUL BIDDER makes a repair, it shall notify the DISTRICT Manager or designee on where the work will be performed of any precautionary actions to be undertaken by that DISTRICT Department or section.
- 1.7 Upon request of the DISTRICT Manager or designee, the SUCCESSFUL BIDDER shall provide competent technical and professional advice on elevator problems pertaining to facilities. The SUCCESSFUL BIDDER shall attend meetings determined to be necessary by the DISTRICT Manager or designee.
- 1.8 Where it is evident that safety, reliability, or efficiency can be improved through capital investment in equipment, the SUCCESSFUL BIDDER shall call such matters to the attention of the DISTRICT Manager or designee, in writing, for his/her consideration and action. The DISTRICT Facilities Manager's or designee decision in the matter shall be final.

#### **2.0 BASIC SERVICES:**

- 2.1 The SUCCESSFUL BIDDER shall perform an annual inspection on all DISTRICT operated elevators and bi-monthly periodic inspections and services on each DISTRICT maintained elevator and associated machinery in accordance with the elevator manufacturer's recommendations and shall include the applicable items listed under preventative maintenance. Moreover, the SUCCESSFUL BIDDER shall provide 24-hour emergency call out service to make repairs as required.

#### **3.0 PREVENTATIVE MAINTENANCE:**

- 3.1 The SUCCESSFUL BIDDER shall provide bi-monthly inspections, maintenance, and equipment adjustment service (preventative maintenance) and will report all findings in writing to the DISTRICT'S Manager or designee within 24 hours.

#### **4.0 BI-MONTHLY SERVICE (twice per month):**

- 4.1 The SUCCESSFUL BIDDER shall on a bi-monthly basis, examine, adjust, lubricate and repair or replace the items that warrant replacement. The SUCCESSFUL BIDDER shall be responsible for providing advance notification, at a minimum of 24 hours, to the DISTRICT'S Manager or designee of any inspection or maintenance activities. The SUCCESSFUL BIDDER shall perform all preventative maintenance during regular DISTRICT working hours between 7:00 am to 3:00 pm Monday through Friday, excluding DISTRICT holidays.

## SECTION E - SPECIFICATIONS / SCOPE OF WORK

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#### 5.0 BI-MONTHLY ITEMS TO BE INSPECTED AND/OR REPAIRED:

- 5.1 CONTROLLERS: including relays, contacts, coils, timers, printed circuit boards, microprocessor boards, controller wiring, travel cable wiring, and hoist way wiring.
- 5.2 SELECTOR: including electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers, and solids state components.
- 5.3 FIXTURES: including car and hall button stations, master indicator control panels, all signal fixtures including contacts, buttons, key switches, locks, lamps and sockets.
- 5.4 MOTOR: including gears, bearings, brakes and related parts, brushes, windings, commutator, rotating equipment, contacts coils, and resistors for motor circuits, V-belts, sheaves and wring.
- 5.5 PUMP: including sheaves, screens, filters hoses, or any pares thereof.
- 5.6 CLEAN: All elevator machinery including pump, valves, and motor, elevator equipment rooms, and pits.
- 5.7 VALVES: complete, including relief valve, leveling valves, cheek valve strainers, springs, gaskets, or any parts thereof.
- 5.8 JACK UNIT: including plunger, guide bearing, packing and packing gland.
- 5.9 GOVERNOR: including sheave, bearings, shafts, contacts and governor jaws.
- 5.10 CAR: including power door operator, door protective devices, car door operator, hangers, car door contact, load weighing equipment, car safety devices, car guide shoes, and sub flooring. Ride the elevator each visit, checking floor levels, door operation and checking all signal fixture lamps (replacing when needed).
- 5.11 ACCESSORY EQUIPMENT: including all accessory elevator equipment installed prior to commencement of this contract, unless otherwise noted.
- 5.12 HOISTWAY: including deflector sheave, secondary sheaves, buffers, governor tension assemblies, limit switches, compensating sheave assemblies, compensating chain or cables, traveling cables, hoist way and machine room wiring, hoist way door interlocks, hoist way door hangers and gibes and auxiliary closer. Included shall be the periodic brush down and vacuum of the hoist way, divider beams, door hanger's car top and bottom, doorsills (beyond opening) and pit. Cleaning of the pit includes all removal of both solids and liquids. Note: Personal Protection Equipment is necessary when removing/disposing unknown substances or sharp objects from the pit.
- 5.13 GUIDE RAILS: Keep the guide rails properly lubricated, except where roller guides are used, and when necessary to renew guide shoe inserts, or roller guides when used, to promote smooth and quiet operation.
- 5.14 WIRE ROPES: will be renewed as often as necessary to maintain an adequate factor of safety and equalize the tension on all hoisting ropes.
- 5.15 FURNISH LUBRICANTS: compounded to specifications and selected to give the best performance. Lubricate pumps, pump motors, couplings, valve control equipment, guides or guide rollers, interlocks, automatic door operator and its linkage parts.
- 5.16 FURNISH AND MAINTAIN: hydraulic fluid at proper operating level.
- 5.17 FURNISH AND MAINTAIN ALL tools, parts, and supplies necessary to the preventative maintenance and corrective repair of items described above.
- 5.18 INCLUDE ALL OTHER MAINTENANCE FEATURES OR STANDARD INDUSTRY PRACTICES NOT CITED

**SECTION E - SPECIFICATIONS / SCOPE OF WORK**  
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ABOVE WHICH ARE CONSIDERED ROUTINE ELEVATOR MAINTENANCE.

**6.0 PERIODIC TESTS:**

6.1 The SUCCESSFUL BIDDER will perform periodic testing in accordance with elevator Codes to ensure the elevators meet safety and maintenance requirements. The SUCCESSFUL BIDDER'S qualified personnel must complete all tests. The SUCCESSFUL BIDDER will ensure that all applicable tests are completed in a timely manner and recorded on proper Elevator Test Log Forms. The SUCCESSFUL BIDDER shall also apply tags to equipment where applicable.

**7.0 REPORT OF SERVICES AND WORK VERIFICATION:**

7.1 Upon scheduling of any work to be performed related to this contract, the SUCCESSFUL BIDDER shall inform the DISTRICT Manager or designee by e-mail of the planned service work including all details related thereto.

7.2 When scheduled for work, the SUCCESSFUL BIDDER'S personnel shall check in at the DISTRICT Facilities Manager's or designee's office.

7.3 The SUCCESSFUL BIDDER shall present work order(s) or schedule with a brief description of the work to be performed that visit/day. At that time, additional instructions to the SUCCESSFUL BIDDER by the DISTRICT Manager or designee, if any, will be provided. After the SUCCESSFUL BIDDER completes the work and/or upon cessation of the work, the SUCCESSFUL BIDDER shall return to the DISTRICT Facilities Manager's or designee's office and provide them with a written report of the services performed to allow the DISTRICT Manager or designee the opportunity to verify and approve/sign-off on the SUCCESSFUL BIDDER'S completed work order(s). Moreover, the said report(s) shall advise the DISTRICT Manager or designee of any repairs or repair parts that are not required to be furnished under the contract; however, they are necessary in order to maintain the equipment in perfect operating condition.

7.4 For all repairs and/or repair parts that are not covered under the basic preventative maintenance and/or bi-monthly services as outlined above or within this CONTRACT; the SUCCESSFUL BIDDER shall adhere to **(Section E, Specifications/Scope of Work, Provision 14.0 Other Work Services)**.

**8.0 EMERGENCY WORK AND UNSCHEDULED REPAIRS:**

8.1 The SUCCESSFUL BIDDER shall provide all necessary repairs and emergency on-call services to maintain the elevators. The SUCCESSFUL BIDDER must provide a 24-hour contact number of the SUCCESSFUL BIDDER'S Project Manager and his/her designee (office telephone number, cellular telephone number, and e-mail address), whom will be responsible for providing a qualified repair technician to be on site at the DISTRICT within one (1) hour of being notified. A written report of all findings and actions will be sent to the DISTRICT'S Manager or designee in a timely manner not to exceed three (3) business days.

**9.0 MAINTENANCE INFORMATION:**

9.1 The SUCCESSFUL BIDDER shall perform the bi-monthly and annual maintenance activities at the fixed rate as outlined within **(EXHIBIT VI, BID FORM (PRICING SHEET))**.

9.2 The SUCCESSFUL BIDDER shall supply all labor, transportation, tools, testing equipment and parts necessary, to satisfy the manufacturer's applicable requirements.

9.3 The SUCCESSFUL BIDDER shall provide the DISTRICT Manager or designee with a copy of the planned service routine schedule for review and approval within 30 days of contract award.

9.4 The SUCCESSFUL BIDDER will be responsible for providing advance notification, at a minimum of 24 hours, to the DISTRICT'S Manager or designee of any inspection or maintenance activities.

## **SECTION E - SPECIFICATIONS / SCOPE OF WORK**

### **SOLICITATION NO.: ITB-240016**

9.5 The SUCCESSFUL BIDDER will establish a logbook for each DISTRICT location, which documents the inspection or maintenance activity.

#### **10.0 PERFORMANCE REQUIREMENTS:**

10.1 The SUCCESSFUL BIDDER shall maintain the following minimum performance standards. In accomplishing the elevator maintenance and repair services standards, the SUCCESSFUL BIDDER shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

10.2 Speed: +/-5% under any loading condition.

10.3 Capacity: Safely lower, stop and hold up to 125% of rated load.

10.4 Leveling: +/-3/8" under any loading condition.

10.5 Doors: Closing time, thrust and kinetic energy shall comply with ANSI.

10.6 Floor to Floor Performance Time: Floor to floor performance time (from time door starts closing at one floor to fully opened and level on the next successive typical floor, regardless of loading conditions or direction of travel).

#### **11.0 USE OF PREMISES AND REMOVAL OF DEBRIS:**

11.1 The SUCCESSFUL BIDDER expressly undertakes at his/her own expense:

11.1.1 To take every precaution against injuries to persons or damage to property;

11.1.2 To comply with the regulations governing the operations of premises which are occupied and to perform this contract in such a manner as not to interrupt or interfere with the operation of the DISTRICT;

11.1.3 To store the apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the work of other Contractors;

11.1.4 Daily to clean up and legally dispose of (away from the site), all refuse, rubbish, scrap materials and debris caused by his/her operation. Including pop cans, water bottles, paper cups and food wrappings left by his/her employees, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance;

11.1.5 SUCCESSFUL BIDDER shall follow proper handling and procedures when removing and disposing of any hazards, which includes the use of personal protection equipment.

#### **12.0 MATERIALS AND WORKMANSHIP:**

12.1 Unless otherwise specified, all materials and equipment incorporated into the work under the contract shall be new. All work shall be executed in a workmanlike manner by experienced/qualified personnel in accordance with the most modern elevator industry mechanical practices and shall represent a safe functional and neat appearance when completed.

12.2 Where the use of optional materials or construction method is approved, the requirements for workmanship, fabrication and installation indicated for the prime material or construction method shall apply wherever applicable. Required and necessary modifications and adjustments resulting from the substitution or use of an optional material or construction method shall be made at no additional cost to the DISTRICT.

## **SECTION E - SPECIFICATIONS / SCOPE OF WORK**

### **SOLICITATION NO.: ITB-240016**

#### **13.0 GUARANTEE OF WORK:**

- 13.1 Except as otherwise specified, all work shall be guaranteed by the SUCCESSFUL BIDDER against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the Date of Final acceptance by the DISTRICT'S Manager or designee.
- 13.2 The SUCCESSFUL BIDDER shall make good on any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- 13.3 In any case, wherein fulfilling the requirements of the contract or of any guarantee, should the SUCCESSFUL BIDDER disturb any work guaranteed under another contract, the SUCCESSFUL BIDDER shall restore such disturbed work to a condition satisfactory to the DISTRICT. Moreover, guarantee all such restored work to the same extent as it was guaranteed under such other contract(s).
- 13.4 If the SUCCESSFUL BIDDER, after notice, fails to proceed promptly to comply with the terms of the guarantee, the DISTRICT may have the defects corrected and the SUCCESSFUL BIDDER shall be liable for all expense incurred.
- 13.5 All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

#### **14.0 OTHER WORK/SERVICES:**

- 14.1 Within the general scope of this contract, Other Work/Services may be required to meet the desired conditions and/or services not covered in the basic preventative maintenance and/or bi-monthly services provisions of this contract.
- 14.2 Other Work/Services quotations may be requested in writing by the DISTRICT'S Manager or designee. The SUCCESSFUL BIDDER shall provide the necessary quote (which shall be inclusive of and supported by written pricing documentation from supplier(s) who are providing the Original Equipment Manufacturer (OEM)/equal parts, specialized equipment, projected labor hours and the cost-plus percent mark-up fee(s) as outlined within this contract (**EXHIBIT VI, BID FORM (PRICING SHEET)**). This quote shall be submitted within three (3) business days to the DISTRICT Manager or designee for review and approval. If quoted pricing is deemed to be fair and reasonable the SUCCESSFUL BIDDER will be notified to proceed with the work via an issued Purchase Order. If the quoted pricing is not deemed to be fair and reasonable the DISTRICT reserves the right to obtain quotes for parts/equipment and/or utilize current DISTRICT contracts to procure the parts/equipment. If the DISTRICT can procure the necessary parts/equipment at a less expensive rate the SUCCESSFUL BIDDER must utilize the sourced suppliers and perform the labor at the cost-plus percent mark-up fee as outlined within this contract (**EXHIBIT VI, BID FORM (PRICING SHEET)**). Additionally, any other work services quotes that exceed \$50,000 may be advertised through a formal "Invitation to Bid" process.
- 14.3 Other Work/Services shall be performed in accordance with all requirements and specifications of the original contract plus any special provisions issued to execute the work.
- 14.4 The time of performance shall be by mutual agreement between the SUCCESSFUL BIDDER and the DISTRICT Manager or designee, unless otherwise specified by the DISTRICT Manager or designee.
- 14.5 The SUCCESSFUL BIDDER compensation for Other Work/Services shall be in accordance with the contract (**EXHIBIT VI, BID FORM (PRICING SHEET)**) amount.
- 14.5.1 The quoted fees shall include all costs for parts, materials, supplies, equipment, labor and cost-plus markup that are necessary to remedy/correct the situation/issue.

## **SECTION E - SPECIFICATIONS / SCOPE OF WORK**

### **SOLICITATION NO.: ITB-240016**

14.5.2 When the Other Work/Services have been accomplished, the SUCCESSFUL BIDDER shall issue a separate/independent invoice to the DISTRICT for these services and list/input the issued DISTRICT Purchase Order Number on the applicable Other Work/Services invoice.

#### **15.0 LICENSES, CERTIFICATIONS AND PERMITS:**

15.1 The SUCCESSFUL BIDDER shall be responsible for determining and securing, at his/her expense, any and all applicable licenses and permits which are required in any manner connected with providing the Work under this contract.

15.2 The SUCCESSFUL BIDDER shall notify the DISTRICT Manager or designee in writing at any time during this contract term, within seven (7) business days if any of his/her applicable Licenses, Certifications and/or applicable Permits required to perform the necessary elevator maintenance and repair services under this contract have been suspended, revoked, refusal to renew and/or expired.

15.3 The SUCCESSFUL BIDDER shall be required to provide the DISTRICT Manager or designee with copies of all required licenses, certifications and/or permits within seven (7) business days after notification from the DISTRICT Manager or designee to provide.

#### **16.0 ON-SITE INSPECTION/LOCAL CONDITIONS:**

16.1 The accuracy of the interpretation of the facts disclosed by the SUCCESSFUL BIDDER on-site inspection(s) or other preliminary investigation(s) is fully the SUCCESSFUL BIDDER's responsibility.

16.2 The SUCCESSFUL BIDDER represents that it or its agent has inspected the DISTRICT work locations and familiarized itself fully with the local conditions. Failure to do so, when providing the work specified depends on knowledge of local conditions, which, shall not be considered sufficient cause for additional compensation to the SUCCESSFUL BIDDER.

16.2.1 Execution of the contract shall be considered evidence that the SUCCESSFUL BIDDER has satisfied itself concerning all the local conditions related to the DISTRICT work locations and has ascertained either by inspection, investigation, measurement, or otherwise, all circumstances, procedures and requirements affecting the Work as specified herein.

16.2.2 The SUCCESSFUL BIDDER shall be conclusively presumed to have read and be familiar with the specifications contained herein and no claim for adjustment of the provisions of the contract awarded shall be honored on the basis that the SUCCESSFUL BIDDER was not fully informed as to the elevator conditions which exist at the DISTRICT locations/facilities.

#### **17.0 PERSONNEL QUALIFICATIONS:**

17.1 The SUCCESSFUL BIDDER shall only provide qualified personnel with experience in the assigned tasks.

17.2 The SUCCESSFUL BIDDER is responsible for ensuring that certified trained personnel and necessary materials, tools, equipment and supplies will be available to meet the elevator maintenance and repair services requirements within this contract.

17.3 The SUCCESSFUL BIDDER may change personnel only with equally certified personnel and with the DISTRICT Manager or designee authorized approval.

17.3.1 Within seven (7) business days upon the DISTRICT Manager or designee request the SUCCESSFUL BIDDER shall furnish documentation that includes assigned personnel's qualifications and certifications. The DISTRICT

## **SECTION E - SPECIFICATIONS / SCOPE OF WORK**

### **SOLICITATION NO.: ITB-240016**

Manager or designee shall have the authority to instruct the SUCCESSFUL BIDDER to remove unsatisfactory personnel from performing work under this contract for just cause. The DISTRICT Manager or designee shall be final in all cases.

#### **18.0 SUCCESSFUL BIDDER PROJECT MANAGER:**

18.1 The SUCCESSFUL BIDDER shall designate in writing to the DISTRICT Manager or designee, a Project Manager to be approved by the DISTRICT prior to start of Work under the contract.

18.2 The SUCCESSFUL BIDDER's Project Manager shall have full authority to represent the SUCCESSFUL BIDDER in making decisions and in the execution of the services to be performed under this contract.

18.3 The SUCCESSFUL BIDDER shall provide the DISTRICT Manager or designee with the business and after hour's phone number(s) of the Project Manager and his/her designee.

18.4 The SUCCESSFUL BIDDER shall provide a dedicated and qualified Project Manager who is skilled and experienced in the elevator maintenance and repair services identified in this contract, and who will serve as the main point of contact for the SUCCESSFUL BIDDER.

#### **19.0 APPEARANCE OF SUCCESSFUL BIDDER'S PERSONNEL:**

19.1 The SUCCESSFUL BIDDER's personnel shall present a clean and neat appearance. The SUCCESSFUL BIDDER's personnel shall wear a SUCCESSFUL BIDDER furnished photo badge, and uniform with SUCCESSFUL BIDDER's company name and employee's name clearly displayed.

#### **20.0 SUCCESSFUL BIDDER'S FINANCIAL OBLIGATION:**

20.1 The SUCCESSFUL BIDDER shall make timely payments to all persons supplying labor, materials, parts or equipment in the execution of this contract.

#### **21.0 TRAINING:**

21.1 The SUCCESSFUL BIDDER shall be responsible for providing proper training to its assigned personnel. All costs for training shall be borne by the SUCCESSFUL BIDDER and at no additional cost to the DISTRICT.

#### **22.0 SCHEDULING:**

22.1 The SUCCESSFUL BIDDER shall ensure that certified trained personnel and all necessary materials, tools, equipment and supplies will be available to meet the elevator maintenance and repair services requirements in this contract.

22.2 All Work shall be performed in accordance with the specific tasks and performance schedules described within this contract.

#### **23.0 RECORDS AND REPORTS:**

23.1 The SUCCESSFUL BIDDER shall make periodic verbal or written reports and recommendations to the DISTRICT Manager or designee regarding conditions, transactions, situations or circumstances affecting the SUCCESSFUL BIDDER's performance of elevator maintenance and repair services, as requested by the DISTRICT Facilities Manager or designee.

## **SECTION E - SPECIFICATIONS / SCOPE OF WORK**

### **SOLICITATION NO.: ITB-240016**

23.2 As part of the organization/planning task, the SUCCESSFUL BIDDER shall develop procedures for maintaining records for service provided under this contract as follows. At a minimum and in compliance with the Specifications/Scope of Work, the SUCCESSFUL BIDDER records shall cover:

23.2.1 Plans and Reports

- Monthly Summary Reports
- Annual Summary Reports

23.2.2 Service Documentation

- Inspection Reports
- Incident Reports
- Logs

23.3 All required records may be inspected by the DISTRICT Manager or designee at any time during normal business hours.

23.4 Upon expiration or termination of the contract, all records produced and maintained on file by the SUCCESSFUL BIDDER shall become the property of the DISTRICT. The SUCCESSFUL BIDDER may retain all employee and accounting files but shall furnish a copy of all such reports to the DISTRICT.

**24.0 DISTRICT SECURITY AND IDENTIFICATION BADGING (APPLICABLE ONLY IF SUCCESSFUL BIDDER IS NOT PROVIDED AN ESCORT BY DISTRICT):**

24.1 The SUCCESSFUL BIDDER will ONLY be able to gain access to the DISTRICT facilities and plant sites with a DISTRICT issued Supplier Identification Badge. Supplier identification badging will be coordinated for distribution at the time of award by the DISTRICT Manager or designee.

24.2 While performing work under this Agreement, the SUCCESSFUL BIDDER shall be responsible for all issued ID badges provided by the DISTRICT. Should any of the badges allotted to the SUCCESSFUL BIDDER become lost, stolen, or misplaced, the SUCCESSFUL BIDDER shall notify the DISTRICT Manager or designee immediately.

**25.0 TRANSPORTATION AND PARKING:**

25.1 The SUCCESSFUL BIDDER shall furnish all necessary transportation required to perform the Work.

25.2 The SUCCESSFUL BIDDER is granted the right to use designated vendor parking areas while performing the Work, where available at DISTRICT location(s).

25.3 The SUCCESSFUL BIDDER's vehicle(s) shall be clearly marked with the SUCCESSFUL BIDDER's name on each side of the vehicle. Magnetic signs are acceptable for this purpose. All vehicles used by the SUCCESSFUL BIDDER's personnel in their routine duties shall be registered with the DISTRICT Security Office, which shall be coordinated by the DISTRICT Manager or designee.

**26.0 CHARGES:**

26.1 Charges for services provided under this contract shall be in accordance with the prices/rates shown in the **(EXHIBIT VI, BID FORM (PRICING SHEET))**.

## **SECTION E - SPECIFICATIONS / SCOPE OF WORK**

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#### **27.0 INSPECTIONS:**

- 27.1 The DISTRICT Manager or designee shall have the right to conduct inspections on all equipment, materials, supplies, and parts furnished, all records and logs, and all work performed under this contract without prior notice to the SUCCESSFUL BIDDER.
- 27.2 All parts, tools, materials, supplies, and equipment that do not conform to this contract's specification requirements and/or the OEM instructions/usage may be rejected.
- 27.3 All work performed by the SUCCESSFUL BIDDER, which upon inspection by the DISTRICT Manager or designee, is found to be faulty, incomplete, or does not meet the specifications of this contract, shall be corrected by the SUCCESSFUL BIDDER immediately or as soon as possible and not to exceed seven (7) working days. The entire expense of these corrections shall be at the sole expense of the SUCCESSFUL BIDDER.
- 27.4 A DISTRICT written report of the results of the inspection and recommendations will be forwarded to the SUCCESSFUL BIDDER and shall require the SUCCESSFUL BIDDER to take immediate action. SUCCESSFUL BIDDER shall correct the deficiency(s) and respond in writing stipulating the corrective action(s) taken within seven (7) business days unless otherwise authorized by the DISTRICT Manager or designee.
- 27.5 The DISTRICT Manager or designee will determine responsibility for any deficiencies identified through an inspection.

#### **28.0 DISPUTES:**

- 28.1 In all cases of misunderstanding and disputes as it pertains to the work, verbal arrangement will not be considered binding, and the SUCCESSFUL BIDDER shall produce written documentation in support of its contentions. The decision of the DISTRICT Manager or designee shall be final.

#### **29.0 SUBCONTRACTORS:**

- 29.1 The SUCCESSFUL BIDDER may use only subcontractors approved by the DISTRICT Manager or designee in connection with the performance of work under this contract, and the SUCCESSFUL BIDDER shall be completely responsible to the DISTRICT for such subcontractor(s) and their acts and omissions to the same extent as if there were no subcontractor(s).

#### **30.0 SAFETY:**

- 30.1 The SUCCESSFUL BIDDER shall not require any person employed in the performance of this contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health or safety, or contrary to any provision of the Occupational Health and Safety Act (OSHA) of 1970 (Public Law 91-596), as amended.
- 30.2 The SUCCESSFUL BIDDER shall be completely familiar with, and shall enforce all local, state and federal OSHA regulations and requirements as applicable for services performed under this contract, including but not limited to the following:
- 30.2.1 The SUCCESSFUL BIDDER's personnel shall always wear applicable personal protection equipment.
- 30.2.2 The SUCCESSFUL BIDDER's personnel operating equipment and/or handling materials shall be fully trained in the safe operation of the equipment or materials.
- 30.2.3 The SUCCESSFUL BIDDER personnel shall follow and apply safety practices prevailing in their industry.

**SECTION E - SPECIFICATIONS / SCOPE OF WORK**  
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30.2.4 The SUCCESSFUL BIDDER shall develop, implement and maintain an on-going safety program concerned with equipment usage, parts, maintenance work, and related procedures. Safety warnings shall be posted on equipment as necessary to ensure safe operations and/or usage.

30.2.5 The SUCCESSFUL BIDDER shall be responsible for the proper operation and maintenance of all safety equipment associated with elevator maintenance and repair services.

**31.0 EMERGENCY EVACUATION:**

31.1 In case of an emergency while the SUCCESSFUL BIDDER and its personnel are on-site, the DISTRICT Manager or designee may direct the SUCCESSFUL BIDDER to suspend/terminate all work and clear the area of equipment and/or personnel. SUCCESSFUL BIDDER personnel shall comply with all such request in a safe, orderly and hasty manner (if all possible).

**32.0 PUBLIC RELATIONS:**

32.1 The SUCCESSFUL BIDDER agrees that neither it nor its agents, subcontractors or employees shall issue or make any statements on behalf of the DISTRICT with respect to any incident occurring at any DISTRICT facility, except when requested to do so by the DISTRICT Manager or designee.

**33.0 CONTRACT ADMINISTRATION / CONTRACT COMPLIANCE:**

33.1 The DISTRICT Manager or designee reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and acceptable levels of service are being provided by the SUCCESSFUL BIDDER.

33.2 Monitoring may take the form of, but not necessarily be limited to the following:

33.2.1 Inspection, testing, and/or sampling of services delivered or to be delivered

33.2.2 Review of deliverables received for accuracy and timeliness

33.2.3 Review of SUCCESSFUL BIDDER's invoices for accuracy

33.2.4 Review of SUCCESSFUL BIDDER certifications and/or licenses

33.2.5 Site visits

**34.0 WORK LOCATION LIST OF ELEVATORS TO BE MAINTAINED:**

34.1

Location: DISTRICT- 5857 E Flamingo Rd, Las Vegas, NV 89122				
Car Location	Make/Year built	Capacity (lbs.)	Serial	Model
Grit Basins-South	Thyssen-Krupp/2002	4000	ELO861	LMH
Location: DISTRICT- 5857 E Flamingo Rd, Las Vegas, NV 89122				

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Car Location	Make/Year built	Capacity (lbs.)	Serial	Model
OCC	Otis/1993	2500	471786	LRS-3
<b>Location: DISTRICT- 5857 E Flamingo Rd, Las Vegas, NV 89122</b>				
Car Location	Make/Year built	Capacity (lbs.)	Serial	Model
Grit Basins-North, 5&6	Dover/NA	4000	EL0851	EP12530
<b>Location: DISTRICT- 5857 E Flamingo Rd, Las Vegas, NV 89122</b>				
Car Location	Make/Year built	Capacity (lbs.)	Serial	Model
Administration	Thyssen-Krupp/2004	2500	ER2679	TAC-20
<b>Location: DISTRICT- 4060 Hollywood, Las Vegas, NV 89122</b>				
Car Location	Make/Year built	Capacity (lbs.)	Serial	Model
AWT Lab	Thyssen-Krupp/2002	5000	EN0840	TAC-20
<b>Location: DISTRICT- 4060 Hollywood, Las Vegas, NV 89122</b>				
Car Location	Make/Year built	Capacity (lbs.)	Serial	Model
AWT Lab wheelchair lift	NA/NA	750	NA	NA
<b>Location: DISTRICT- 4060 Hollywood, Las Vegas, NV 89122</b>				
Car Location	Make/Year built	Capacity (lbs.)	Serial	Model
AWT Solids Dewatering Facilities (Freight)	Otis/2008	12000	862992	NA

## SECTION E - SPECIFICATIONS / SCOPE OF WORK

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Location: DISTRICT- 4060 Hollywood, Las Vegas, NV 89122

Car Location	Make/Year built	Capacity (lbs.)	Serial	Model
AWT Solids Dewatering Facilities  (Passenger)	Otis/2008	3000	733098	NA

- **NOTE: DURING THE TERM OF THIS AGREEMENT THE DISTRICT WILL BE EXPANDING ITS FACILITIES AND IT IS ANTICIPATED THAT TWO (2) ADDITIONAL FREIGHT ELEVATORS WILL BE ADDED TO THE LOCATION LIST.**

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**SECTION F - MINIMUM BID PACKET CONTENT REQUIREMENTS**  
**SOLICITATION NO.: ITB-240016**

1.0 To simplify the determination of the lowest responsive and responsible bidder and to obtain the maximum degree of comparability, all Prospective Bidder(s) must at a minimum submit the required forms as outlined in “Table One (1)” below. Failure to submit required forms listed below within the Bidders Bid Packet may result in Rejection of Bid.

<b>TABLE ONE (1) – REQUIRED BID FORMS</b>
Signed Official Bid Offer and Acceptance Form (Exhibit I)
Addendum Acknowledgment Form (Exhibit II)
References Form (Exhibit III)
Business Designation Group Form (Exhibit IV)
Subcontractor Information Form (Exhibit V)
Bid Form (Pricing Sheet) (Exhibit VI)
Disclosure of Ownership/Principals Form (Exhibit VII)
Business License Information Form (Exhibit VIII)
One (1) Hardcopy Signed Original and One (1) Electronic CD Copy or USB Flash Drive of the scanned copy of the entire Original Signed Bid package

2.0 **Table 2:** Lists other documents and forms that should be reviewed by Bidder but are not required to be submitted with the bid. The DISTRICT will request these forms, as applicable, to be completed and submitted to the DISTRICT by the recommended/successful Bidder(s):

<b>TABLE 2 - DOCUMENTS &amp; FORMS</b>
Insurance Requirements (Attachment “A”)
Affidavit for Sole Proprietor (ONLY) (Attachment “B”)

**EXHIBIT I – OFFER AND ACCEPTANCE FORM**  
**SOLICITATION NO.: ITB-240016**

BIDDER HEREBY OFFERS AND AGREES TO FURNISH THE MATERIAL(S) AND SERVICE(S) IN COMPLIANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS, AND ADDENDA SPECIFIED WITHIN THE INVITATION TO BID AND ANY WRITTEN EXCEPTIONS IN THE OFFER. BIDDER UNDERSTANDS 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 WATER RECLAMATION DISTRICT AND THE TOTAL FIXED BID PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF NINETY (90) DAYS.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT I HAVE THE LEGAL AUTHORIZATION TO BIND THE FIRM HEREUNDER:

Respectfully Submitted:

\_\_\_\_\_  
(Print or Type Name of Bidder – Full Company Name)

District Vendor No. (If already doing business with District): \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City – State – Zip Code

Telephone No. of Bidder: (\_\_\_\_\_) \_\_\_\_\_

Fax No. of Bidder: (\_\_\_\_\_) \_\_\_\_\_

E-mail Address of Bidder: \_\_\_\_\_

**EXHIBIT II – ADDENDUM(S) ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: ITB-240016**

Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED MAY RESULT IN REJECTION OF BID.**

<b>Addendum No.</b>		<b>Addendum No.</b>		<b>Addendum No.</b>	
<b>Addendum No.</b>		<b>Addendum No.</b>		<b>Addendum No.</b>	
<b>Addendum No.</b>		<b>Addendum No.</b>		<b>Addendum No.</b>	

**EXHIBIT III – REFERENCES FORM**  
**SOLICITATION NO.: ITB-240016**

In order to receive bid award consideration, the Bidder must be able to demonstrate that they are currently providing and/or had at least three (3) contracts, **as a prime contractor**, in providing Goods/Services that are similar in size and scope to the requirements as specified within this Invitation to Bid. Bidder must provide references that can attest to the Bidders overall abilities/performance in conducting similar work. The DISTRICT reserves the right to inspect the Bidder's previous/current work/project(s), current place of business to evaluate goods, equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they may relate to the Bidder's overall performance in meeting the DISTRICT'S minimum specified requirements. The Bidder's references should be included in the spaces provided below. Please attach another piece of paper if necessary. **IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT THE PROVIDED REFERENCES CONTACT INFORMATION IS VALID AND/OR UP-TO-DATE. BIDDER'S CAPABILITY AND EXPERIENCE SHALL BE A FACTOR IN DETERMINING THE BIDDER'S RESPONSIBILITY.**

1. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT IV – BUSINESS DESIGNATION GROUP FORM**  
**SOLICITATION NO.: ITB-240016**

**FOR INFORMATIONAL PURPOSES ONLY:**

The above referenced firm is a  MBE  WBE  PBE  SBE  NBE  VET  DVET  ESB  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 DISTRICT projects and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

**VETERAN OWNED BUSINESS ENTERPRISE (VET):**

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

**DISABLED VETERAN OWNED BUSINESS ENTERPRISE (DVET):**

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

**EMERGING SMALL BUSINESS (ESB):**

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

**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.

# EXHIBIT V – SUBCONTRACTOR INFORMATION FORM

## SOLICITATION NO.: ITB-240016

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

1. Subcontractor Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 Estimated Percentage of Total Dollars: \_\_\_\_\_  
 Business Type:     MBE    WBE     PBE     SBE     ESB     VET     DVET
  
  2. Subcontractor Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 Estimated Percentage of Total Dollars: \_\_\_\_\_  
 Business Type:     MBE     WBE     PBE     SBE     ESB     VET     DVET
  
  3. Subcontractor Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 Estimated Percentage of Total Dollars: \_\_\_\_\_  
 Business Type:     MBE     WBE     PBE     SBE     ESB     VET     DVET
  
  4. Subcontractor Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 Estimated Percentage of Total Dollars: \_\_\_\_\_  
 Business Type:     MBE     WBE     PBE     SBE     ESB     VET     DVET
  
  5. Subcontractor Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 Estimated Percentage of Total Dollars: \_\_\_\_\_  
 Business Type:     MBE     WBE     PBE     SBE     ESB     VET     DVET
  
  6. Subcontractor Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 Estimated Percentage of Total Dollars: \_\_\_\_\_  
 Business Type:     MBE     WBE     PBE     SBE     ESB     VET     DVET
  
  7. Subcontractor Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 Estimated Percentage of Total Dollars: \_\_\_\_\_  
 Business Type:     MBE     WBE     PBE     SBE     ESB     VET     DVET
- No MBE, WBE, PBE, SBE, ESB, VET, DVET subcontractors will be used.

**EXHIBIT VI – BID FORM (PRICING SHEET)**  
**SOLICITATION NO.: ITB-240016**

<b>Year One (1) – GROUP 1 - Elevator Maintenance and Repair Services</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QTY.</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>EXTENDED TOTAL AMOUNT (UNIT PRICE X EST. QTY = EXT. TOTAL AMOUNT)</b>
1	Elevator Basic Services Annual Inspection for Grit Basins-South, Thyssen- Krupp/2002	1	Annually	\$	\$
2	Elevator Basic Services Annual Inspection for OCC, Otis/1993	1	Annually	\$	\$
3	Elevator Basic Services Annual Inspection for Grit Basins- North, 5&6, Dover/NA	1	Annually	\$	\$
4	Elevator Basic Services Annual Inspection for Administration, Thyssen-Krupp/2004	1	Annually	\$	\$
5	Elevator Basic Services Annual Inspection for AWT Lab, Thyssen-Krupp/ 2002	1	Annually	\$	\$
6	Elevator Basic Services Annual Inspection for AWT Lab wheelchair lift, NA/NA	1	Annually	\$	\$
7	Elevator Basic Services Annual Inspection for AWT Solids Dewatering Facilities (Freight), Otis/2008	1	Annually	\$	\$
8	Elevator Basic Services Annual Inspection for AWT Solids Dewatering Facilities (Passenger), Otis/2008	1	Annually	\$	\$
9	Elevator Basic Services Annual Inspection for Freight Elevator (plant expansion), TBD	1	Annually	\$	\$
10	Elevator Basic Services Annual Inspection for Freight Elevator (plant expansion), TBD	1	Annually	\$	\$

**EXHIBIT VI – BID FORM (PRICING SHEET)****SOLICITATION NO.: ITB-240016**

11	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Grit Basins-South, Thyssen-Krupp/2002	24	Each	\$	\$
12	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for OCC, Otis/1993	24	Each	\$	\$
13	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Grit Basins- North, 5&6, Dover/NA	24	Each	\$	\$
14	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Administration, Thyssen-Krupp/2004	24	Each	\$	\$
15	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspections for AWT Lab, Thyssen-Krupp/2002	24	Each	\$	\$
16	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for AWT Lab wheelchair lift, NA/NA	24	Each	\$	\$
17	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for AWT Solids Dewatering Facilities (Freight), Otis/2008	24	Each	\$	\$
18	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for AWT Solids Dewatering Facilities, (Passenger), Otis/2008	24	Each	\$	\$
19	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Freight Elevator (plant expansion), TBD	24	Each	\$	\$

## EXHIBIT VI – BID FORM (PRICING SHEET)

**SOLICITATION NO.: ITB-240016**

20	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Freight Elevator (plant expansion), TBD	24	Each	\$	\$
21	Repair Service – Elevator Technician/Mechanic	100	Per Hour	\$	\$
22	Repair Service – Elevator Apprentice	100	Per Hour	\$	\$
23	Repair Service – Overtime – Elevator Technician/Mechanic	30	Per Hour	\$	\$
24	Repair Service – Overtime – Elevator Apprentice	30	Per Hour	\$	\$
<b>YEAR ONE (1) – GROUP 1 AMOUNT</b>				<b>\$</b>	

<b>Year One (1) – GROUP 2 - Elevator Maintenance and Repair Services</b>				
Item No.	Description	Estimated Budget	Bidder Percent (%) Mark-Up	Extended Price (i.e., Est. Budget Amount × Bidder (%) Mark-Up = X; X + Est. Budget Amount= Extended Price)
25	<b>Cost Plus Mark-Up – For Repair Parts</b>	\$40,000	%	\$
26	<b>Cost Plus Mark-Up – For Equipment</b>	\$30,000	%	\$
<b>YEAR ONE (1) – GROUP 2 AMOUNT</b>				<b>\$</b>

**EXHIBIT VI – BID FORM (PRICING SHEET)**

**SOLICITATION NO.: ITB-240016**

YEAR ONE (1) – SUBTOTAL AMOUNT (GROUP 1 + GROUP 2)

\$

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**EXHIBIT VI – BID FORM (PRICING SHEET)**  
**SOLICITATION NO.: ITB-240016**

<b>Year Two (2) – GROUP 1 - Elevator Maintenance and Repair Services</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QTY.</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>EXTENDED TOTAL AMOUNT (UNIT PRICE X EST. QTY = EXT. TOTAL AMOUNT)</b>
1	Elevator Basic Services Annual Inspection for Grit Basins-South, Thyssen- Krupp/2002	1	Annually	\$	\$
2	Elevator Basic Services Annual Inspection for OCC, Otis/1993	1	Annually	\$	\$
3	Elevator Basic Services Annual Inspection for Grit Basins- North, 5&6, Dover/NA	1	Annually	\$	\$
4	Elevator Basic Services Annual Inspection for Administration, Thyssen-Krupp/2004	1	Annually	\$	\$
5	Elevator Basic Services Annual Inspection for AWT Lab, Thyssen-Krupp/ 2002	1	Annually	\$	\$
6	Elevator Basic Services Annual Inspection for AWT Lab wheelchair lift, NA/NA	1	Annually	\$	\$
7	Elevator Basic Services Annual Inspection for AWT Solids Dewatering Facilities (Freight), Otis/2008	1	Annually	\$	\$
8	Elevator Basic Services Annual Inspection for AWT Solids Dewatering Facilities (Passenger), Otis/2008	1	Annually	\$	\$
9	Elevator Basic Services Annual Inspection for Freight Elevator (plant expansion), TBD	1	Annually	\$	\$
10	Elevator Basic Services Annual Inspection for Freight Elevator (plant expansion), TBD	1	Annually	\$	\$

**EXHIBIT VI – BID FORM (PRICING SHEET)****SOLICITATION NO.: ITB-240016**

11	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Grit Basins-South, Thyssen-Krupp/2002	24	Each	\$	\$
12	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for OCC, Otis/1993	24	Each	\$	\$
13	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Grit Basins- North, 5&6, Dover/NA	24	Each	\$	\$
14	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Administration, Thyssen-Krupp/2004	24	Each	\$	\$
15	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspections for AWT Lab, Thyssen-Krupp/2002	24	Each	\$	\$
16	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for AWT Lab wheelchair lift, NA/NA	24	Each	\$	\$
17	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for AWT Solids Dewatering Facilities (Freight), Otis/2008	24	Each	\$	\$
18	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for AWT Solids Dewatering Facilities, (Passenger), Otis/2008	24	Each	\$	\$
19	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Freight Elevator (plant expansion), TBD	24	Each	\$	\$

## EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-240016

20	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Freight Elevator (plant expansion), TBD	24	Each	\$	\$
21	Repair Service – Elevator Technician/Mechanic	100	Per Hour	\$	\$
22	Repair Service – Elevator Apprentice	100	Per Hour	\$	\$
23	Repair Service – Overtime – Elevator Technician/Mechanic	30	Per Hour	\$	\$
24	Repair Service – Overtime – Elevator Apprentice	30	Per Hour	\$	\$
<b>YEAR TWO (2) – GROUP 1 AMOUNT</b>				\$	

<b>Year Two (2) – GROUP 2 - Elevator Maintenance and Repair Services</b>				
Item No.	Description	Estimated Budget	Bidder Percent (%) Mark-Up	Extended Price (i.e., Est. Budget Amount × Bidder (%) Mark-Up = X; X + Est. Budget Amount= Extended Price)
25	<b>Cost Plus Mark-Up – For Repair Parts</b>	\$40,000	%	\$
26	<b>Cost Plus Mark-Up – For Equipment</b>	\$30,000	%	\$
<b>YEAR TWO (2) – GROUP 2 AMOUNT</b>				\$

**EXHIBIT VI – BID FORM (PRICING SHEET)**

**SOLICITATION NO.: ITB-240016**

YEAR TWO (2) – SUBTOTAL AMOUNT (GROUP 1 + GROUP 2)

\$

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**EXHIBIT VI – BID FORM (PRICING SHEET)**  
**SOLICITATION NO.: ITB-240016**

<b>Year Three (3) – GROUP 1 - Elevator Maintenance and Repair Services</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QTY.</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>EXTENDED TOTAL AMOUNT (UNIT PRICE X EST. QTY = EXT. TOTAL AMOUNT)</b>
1	Elevator Basic Services Annual Inspection for Grit Basins-South, Thyssen- Krupp/2002	1	Annually	\$	\$
2	Elevator Basic Services Annual Inspection for OCC, Otis/1993	1	Annually	\$	\$
3	Elevator Basic Services Annual Inspection for Grit Basins- North, 5&6, Dover/NA	1	Annually	\$	\$
4	Elevator Basic Services Annual Inspection for Administration, Thyssen-Krupp/2004	1	Annually	\$	\$
5	Elevator Basic Services Annual Inspection for AWT Lab, Thyssen-Krupp/ 2002	1	Annually	\$	\$
6	Elevator Basic Services Annual Inspection for AWT Lab wheelchair lift, NA/NA	1	Annually	\$	\$
7	Elevator Basic Services Annual Inspection for AWT Solids Dewatering Facilities (Freight), Otis/2008	1	Annually	\$	\$
8	Elevator Basic Services Annual Inspection for AWT Solids Dewatering Facilities (Passenger), Otis/2008	1	Annually	\$	\$
9	Elevator Basic Services Annual Inspection for Freight Elevator (plant expansion), TBD	1	Annually	\$	\$
10	Elevator Basic Services Annual Inspection for Freight Elevator (plant expansion), TBD	1	Annually	\$	\$

**EXHIBIT VI – BID FORM (PRICING SHEET)****SOLICITATION NO.: ITB-240016**

11	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Grit Basins-South, Thyssen-Krupp/2002	24	Each	\$	\$
12	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for OCC, Otis/1993	24	Each	\$	\$
13	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Grit Basins- North, 5&6, Dover/NA	24	Each	\$	\$
14	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Administration, Thyssen-Krupp/2004	24	Each	\$	\$
15	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspections for AWT Lab, Thyssen-Krupp/2002	24	Each	\$	\$
16	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for AWT Lab wheelchair lift, NA/NA	24	Each	\$	\$
17	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for AWT Solids Dewatering Facilities (Freight), Otis/2008	24	Each	\$	\$
18	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for AWT Solids Dewatering Facilities, (Passenger), Otis/2008	24	Each	\$	\$
19	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Freight Elevator (plant expansion), TBD	24	Each	\$	\$

## EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-240016

20	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Freight Elevator (plant expansion), TBD	24	Each	\$	\$
21	Repair Service – Elevator Technician/Mechanic	100	Per Hour	\$	\$
22	Repair Service – Elevator Apprentice	100	Per Hour	\$	\$
23	Repair Service – Overtime – Elevator Technician/Mechanic	30	Per Hour	\$	\$
24	Repair Service – Overtime – Elevator Apprentice	30	Per Hour	\$	\$
<b>YEAR THREE (3) – GROUP 1 AMOUNT</b>				\$	

<b>Year Three (3) – GROUP 2 - Elevator Maintenance and Repair Services</b>				
Item No.	Description	Estimated Budget	Bidder Percent (%) Mark-Up	Extended Price (i.e., Est. Budget Amount × Bidder (%) Mark-Up = X; X + Est. Budget Amount= Extended Price)
25	<b>Cost Plus Mark-Up – For Repair Parts</b>	\$40,000	%	\$
26	<b>Cost Plus Mark-Up – For Equipment</b>	\$30,000	%	\$
<b>YEAR THREE (3) – GROUP 2 AMOUNT</b>				\$

**EXHIBIT VI – BID FORM (PRICING SHEET)**

**SOLICITATION NO.: ITB-240016**

**YEAR THREE (3) – SUBTOTAL AMOUNT (GROUP 1 + GROUP 2)**

**\$**

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**EXHIBIT VI – BID FORM (PRICING SHEET)**  
**SOLICITATION NO.: ITB-240016**

<b>Year Four (4) – GROUP 1 - Elevator Maintenance and Repair Services</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QTY.</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>EXTENDED TOTAL AMOUNT (UNIT PRICE X EST. QTY = EXT. TOTAL AMOUNT)</b>
1	Elevator Basic Services Annual Inspection for Grit Basins-South, Thyssen- Krupp/2002	1	Annually	\$	\$
2	Elevator Basic Services Annual Inspection for OCC, Otis/1993	1	Annually	\$	\$
3	Elevator Basic Services Annual Inspection for Grit Basins- North, 5&6, Dover/NA	1	Annually	\$	\$
4	Elevator Basic Services Annual Inspection for Administration, Thyssen-Krupp/2004	1	Annually	\$	\$
5	Elevator Basic Services Annual Inspection for AWT Lab, Thyssen-Krupp/ 2002	1	Annually	\$	\$
6	Elevator Basic Services Annual Inspection for AWT Lab wheelchair lift, NA/NA	1	Annually	\$	\$
7	Elevator Basic Services Annual Inspection for AWT Solids Dewatering Facilities (Freight), Otis/2008	1	Annually	\$	\$
8	Elevator Basic Services Annual Inspection for AWT Solids Dewatering Facilities (Passenger), Otis/2008	1	Annually	\$	\$
9	Elevator Basic Services Annual Inspection for Freight Elevator (plant expansion), TBD	1	Annually	\$	\$
10	Elevator Basic Services Annual Inspection for Freight Elevator (plant expansion), TBD	1	Annually	\$	\$

**EXHIBIT VI – BID FORM (PRICING SHEET)****SOLICITATION NO.: ITB-240016**

11	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Grit Basins-South, Thyssen-Krupp/2002	24	Each	\$	\$
12	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for OCC, Otis/1993	24	Each	\$	\$
13	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Grit Basins- North, 5&6, Dover/NA	24	Each	\$	\$
14	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Administration, Thyssen-Krupp/2004	24	Each	\$	\$
15	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspections for AWT Lab, Thyssen-Krupp/2002	24	Each	\$	\$
16	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for AWT Lab wheelchair lift, NA/NA	24	Each	\$	\$
17	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for AWT Solids Dewatering Facilities (Freight), Otis/2008	24	Each	\$	\$
18	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for AWT Solids Dewatering Facilities, (Passenger), Otis/2008	24	Each	\$	\$
19	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Freight Elevator (plant expansion), TBD	24	Each	\$	\$

## EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-240016

20	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Freight Elevator (plant expansion), TBD	24	Each	\$	\$
21	Repair Service – Elevator Technician/Mechanic	100	Per Hour	\$	\$
22	Repair Service – Elevator Apprentice	100	Per Hour	\$	\$
23	Repair Service – Overtime – Elevator Technician/Mechanic	30	Per Hour	\$	\$
24	Repair Service – Overtime – Elevator Apprentice	30	Per Hour	\$	\$
<b>YEAR FOUR (4) – GROUP 1 AMOUNT</b>				\$	

<b>Year Four (4) – GROUP 2 - Elevator Maintenance and Repair Services</b>				
Item No.	Description	Estimated Budget	Bidder Percent (%) Mark-Up	Extended Price (i.e., Est. Budget Amount × Bidder (%) Mark-Up = X; X + Est. Budget Amount= Extended Price)
25	<b>Cost Plus Mark-Up – For Repair Parts</b>	\$40,000	%	\$
26	<b>Cost Plus Mark-Up – For Equipment</b>	\$30,000	%	\$
<b>YEAR FOUR (4) – GROUP 2 AMOUNT</b>				\$

**EXHIBIT VI – BID FORM (PRICING SHEET)**

**SOLICITATION NO.: ITB-240016**

**YEAR FOUR (4) – SUBTOTAL AMOUNT (GROUP 1 + GROUP 2)**

**\$**

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**EXHIBIT VI – BID FORM (PRICING SHEET)**  
**SOLICITATION NO.: ITB-240016**

<b>Year Five (5) – GROUP 1 - Elevator Maintenance and Repair Services</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QTY.</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>EXTENDED TOTAL AMOUNT (UNIT PRICE X EST. QTY = EXT. TOTAL AMOUNT)</b>
1	Elevator Basic Services Annual Inspection for Grit Basins-South, Thyssen- Krupp/2002	1	Annually	\$	\$
2	Elevator Basic Services Annual Inspection for OCC, Otis/1993	1	Annually	\$	\$
3	Elevator Basic Services Annual Inspection for Grit Basins- North, 5&6, Dover/NA	1	Annually	\$	\$
4	Elevator Basic Services Annual Inspection for Administration, Thyssen-Krupp/2004	1	Annually	\$	\$
5	Elevator Basic Services Annual Inspection for AWT Lab, Thyssen-Krupp/ 2002	1	Annually	\$	\$
6	Elevator Basic Services Annual Inspection for AWT Lab wheelchair lift, NA/NA	1	Annually	\$	\$
7	Elevator Basic Services Annual Inspection for AWT Solids Dewatering Facilities (Freight), Otis/2008	1	Annually	\$	\$
8	Elevator Basic Services Annual Inspection for AWT Solids Dewatering Facilities (Passenger), Otis/2008	1	Annually	\$	\$
9	Elevator Basic Services Annual Inspection for Freight Elevator (plant expansion), TBD	1	Annually	\$	\$
10	Elevator Basic Services Annual Inspection for Freight Elevator (plant expansion), TBD	1	Annually	\$	\$

**EXHIBIT VI – BID FORM (PRICING SHEET)****SOLICITATION NO.: ITB-240016**

11	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Grit Basins-South, Thyssen-Krupp/2002	24	Each	\$	\$
12	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for OCC, Otis/1993	24	Each	\$	\$
13	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Grit Basins- North, 5&6, Dover/NA	24	Each	\$	\$
14	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Administration, Thyssen-Krupp/2004	24	Each	\$	\$
15	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspections for AWT Lab, Thyssen-Krupp/2002	24	Each	\$	\$
16	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for AWT Lab wheelchair lift, NA/NA	24	Each	\$	\$
17	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for AWT Solids Dewatering Facilities (Freight), Otis/2008	24	Each	\$	\$
18	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for AWT Solids Dewatering Facilities, (Passenger), Otis/2008	24	Each	\$	\$
19	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Freight Elevator (plant expansion), TBD	24	Each	\$	\$

## EXHIBIT VI – BID FORM (PRICING SHEET)

**SOLICITATION NO.: ITB-240016**

20	Bi-Monthly Elevator Preventative Maintenance and Periodic Inspection for Freight Elevator (plant expansion), TBD	24	Each	\$	\$
21	Repair Service – Elevator Technician/Mechanic	100	Per Hour	\$	\$
22	Repair Service – Elevator Apprentice	100	Per Hour	\$	\$
23	Repair Service – Overtime – Elevator Technician/Mechanic	30	Per Hour	\$	\$
24	Repair Service – Overtime – Elevator Apprentice	30	Per Hour	\$	\$
<b>YEAR FIVE (5) – GROUP 1 AMOUNT</b>				<b>\$</b>	

<b>Year Five (5) – GROUP 2 - Elevator Maintenance and Repair Services</b>				
Item No.	Description	Estimated Budget	Bidder Percent (%) Mark-Up	Extended Price (i.e., Est. Budget Amount × Bidder (%) Mark-Up = X; X + Est. Budget Amount= Extended Price)
25	<b>Cost Plus Mark-Up – For Repair Parts</b>	\$40,000	%	\$
26	<b>Cost Plus Mark-Up – For Equipment</b>	\$30,000	%	\$
<b>YEAR FIVE (5) – GROUP 2 AMOUNT</b>				<b>\$</b>

**EXHIBIT VI – BID FORM (PRICING SHEET)**

**SOLICITATION NO.: ITB-240016**

YEAR FIVE (5) – SUBTOTAL AMOUNT (GROUP 1 + GROUP 2)

\$

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**EXHIBIT VI – BID FORM (PRICING SHEET)**  
**SOLICITATION NO.: ITB-240016**

TOTAL EXTENDED BID AMOUNT SUMMARY	
YEAR ONE (1) – SUBTOTAL AMOUNT	\$
YEAR TWO (2) – SUBTOTAL AMOUNT	\$
YEAR THREE (3) – SUBTOTAL AMOUNT	\$
YEAR FOUR (4) - SUBTOTAL AMOUNT	\$
YEAR FIVE (5) – SUBTOTAL AMOUNT	\$
<b>TOTAL BID AMOUNT</b>	<b>\$</b>

**PER SECTION B – UNIFORM INSTRUCTIONS TO BIDDERS, PROVISION 20:0:**

**BIDDER DISCOUNTED TERMS OF PAYMENT:** \_\_\_\_\_%, \_\_\_\_\_ calendar days, if offered/applicable by Bidder

**BIDDER STANDARD DELIVERY TIMEFRAME:**

\_\_\_\_\_ Calendar days (Maximum 120 calendar days)

# EXHIBIT VI – DISCLOSURE OF OWNERSHIP/PRINCIPALS

## SOLICITATION NO.: ITB-240016

### Purpose of the Form

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

### General Instructions

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

### Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

## SOLICITATION NO.: ITB-240016

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

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

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

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

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

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

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

Yes     No    (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 

Yes     No    (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature	Print Name
Title	Date



**EXHIBIT VIII – BUSINESS LICENSE INFORMATION FORM**  
**SOLICITATION NO.: ITB-240016**

**BUSINESS LICENSE INFORMATION**

**CURRENT STATE:** \_\_\_\_\_ **LICENSE NO.** \_\_\_\_\_

**CURRENT COUNTY:** \_\_\_\_\_ **LICENSE NO.** \_\_\_\_\_

**CURRENT CITY:** \_\_\_\_\_ **LICENSE NO.** \_\_\_\_\_

**ISSUE DATE:** \_\_\_\_\_ **EXPIRATION DATE:** \_\_\_\_\_

**ISSUE DATE:** \_\_\_\_\_ **EXPIRATION DATE:** \_\_\_\_\_

**ISSUE DATE:** \_\_\_\_\_ **EXPIRATION DATE:** \_\_\_\_\_

# **ATTACHMENT "A" – INSURANCE REQUIREMENTS**

## **SOLICITATION NO.: ITB-240016**

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.

### **1.0 FORMAT / TIME:**

1.1 SUCCESSFUL BIDDER shall provide DISTRICT 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 DISTRICT. 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.

### **2.0 BEST KEY RATING:**

2.1 DISTRICT 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.

### **3.0 DISTRICT COVERAGE:**

3.1 DISTRICT, its officers and employees must be expressly covered as additional insured except on workers' compensation insurance coverage's. SUCCESSFUL BIDDER'S insurance shall be primary as respects DISTRICT, its officers and employees.

### **4.0 ENDORSEMENT / CANCELLATION:**

4.1 SUCCESSFUL BIDDER'S commercial general liability, automobile liability and pollution liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL BIDDER'S contractual obligation of additional insured to DISTRICT. All policies must note that DISTRICT 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.

### **5.0 DEDUCTIBLES:**

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

### **6.0 AGGREGATE LIMITS:**

6.1 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**.

### **7.0 COMMERCIAL GENERAL LIABILITY:**

7.1 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.

### **8.0 AUTOMOBILE LIABILITY:**

8.1 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.

### **9.0 RESERVED:**

**ATTACHMENT "A" – INSURANCE REQUIREMENTS**  
**SOLICITATION NO.: ITB-240016**

**10.0 WORKERS' COMPENSATION:**

10.1 SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, 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.

**11.0 FAILURE TO MAINTAIN COVERAGE:**

11.1 If SUCCESSFUL BIDDER fails to maintain any of the insurance coverages required herein, DISTRICT 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. DISTRICT 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.

**12.0 ADDITIONAL INSURANCE:**

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

**13.0 DAMAGES:**

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

**14.0 COST:**

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

**15.0 INSURANCE SUBMITTAL ADDRESS:**

15.1 All Insurance Certificates requested shall be sent to the Clark County Water Reclamation District Procurement Solutions Section, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

**16.0 INSURANCE FORM INSTRUCTIONS:**

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

16.1.1 Insurance Broker's name, complete address, contact name, phone and fax numbers.

16.1.2 SUCCESSFUL BIDDER'S name, complete address, phone and fax numbers.

16.1.3 Insurance Company's Best Key Rating

**16.1.4 Commercial General Liability (Per Occurrence)**

16.1.4.1 Policy Number

16.1.4.2 Policy Effective Date

16.1.4.3 Policy Expiration Date

**ATTACHMENT "A" – INSURANCE REQUIREMENTS**  
**SOLICITATION NO.: ITB-240016**

16.1.4.4 General Aggregate (\$2,000,000)

16.1.4.5 Products - Completed Operations Aggregate (\$2,000,000)

16.1.4.6 Personal & Advertising Injury (\$1,000,000)

16.1.4.7 Each Occurrence (\$1,000,000)

16.1.4.8 Fire Damage (\$50,000)

16.1.4.9 Medical Expenses (\$5,000)

**16.1.5 Automobile Liability (Any Auto)**

16.1.5.1 Policy Number

16.1.5.2 Policy Effective Date

16.1.5.3 Policy Expiration Date

16.1.5.4 Combined Single Limit (\$1,000,000)

**16.1.6 Worker's Compensation**

16.1.8 Description: ITB-240016 for Elevator Maintenance and Repair Services (must be identified on the initial insurance form and each renewal form).

16.1.9 Certificate Holder

16.1.9.1 Clark County Water Reclamation District  
c/o Procurement Solutions Section  
5857 East Flamingo Road  
Las Vegas, Nevada 89122

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

# ATTACHMENT "A" – INSURANCE REQUIREMENTS

## SOLICITATION NO.: ITB-240016

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

<b>PRODUCER</b> <b>1. INSURANCE BROKER'S NAME</b> <b>ADDRESS</b>	<b>CONTACT NAME:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PHONE (A/C No. Ext):</td> <td style="width: 25%;">BROKER'S PHONE NUMBER</td> <td style="width: 10%;">FAX (A/C No.)</td> <td style="width: 15%;">BROKER'S FAX NUMBER</td> </tr> <tr> <td colspan="4">E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS</td> </tr> <tr> <td colspan="3" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> </table>	PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	FAX (A/C No.)	BROKER'S FAX NUMBER	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS				INSURER(S) AFFORDING COVERAGE			NAIC #
PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	FAX (A/C No.)	BROKER'S FAX NUMBER										
E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS													
INSURER(S) AFFORDING COVERAGE			NAIC #										
<b>INSURED</b> <b>2. SUPPLIER'S NAME</b> <b>ADDRESS</b> <b>PHONE &amp; FAX NUMBERS</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A:</td> <td style="width: 20%;"><b>3. CARRIER'S</b></td> </tr> <tr> <td>INSURER B:</td> <td>BEST KEY</td> </tr> <tr> <td>INSURER C:</td> <td>RATING</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A:	<b>3. CARRIER'S</b>	INSURER B:	BEST KEY	INSURER C:	RATING	INSURER D:		INSURER E:		INSURER F:	
INSURER A:	<b>3. CARRIER'S</b>												
INSURER B:	BEST KEY												
INSURER C:	RATING												
INSURER D:													
INSURER E:													
INSURER F:													

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
<b>4.</b>	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(G) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(H) 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person)	\$(I) 5,000
							PERSONAL & ADV INJURY	\$(F) 1,000,000
							GENERAL AGGREGATE	\$(D) 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	\$(E) 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						<b>DEDUCTIBLE MAXIMUM</b>	<b>\$ 25,000</b>
<b>5.</b>	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS						<b>DEDUCTIBLE MAXIMUM</b>	<b>\$ 25,000</b>
<b>6.</b>	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	N/A					<input type="checkbox"/> WC STATUTORY LIMITS	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER	\$
	<input type="checkbox"/> describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE – E.A. EMPLOYEE	\$
	E.L. DISEASE – POLICY LIMIT	\$						

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

**7. DESCRIPTION:** BID NO. ITB-240016 FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES

<b>8. CERTIFICATE HOLDER</b> CLARK COUNTY WATER RECLAMATION DISTRICT C/O PURCHASING AND CONTRACTS DEPARTMENT 5857 E. FLAMINGO RD LAS VEGAS, NV 89122	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
<b>9. AUTHORIZED REPRESENTATIVE</b>	

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**ATTACHMENT "A" – INSURANCE REQUIREMENTS  
SOLICITATION NO.: ITB-240016**

POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: \_\_\_\_\_

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

CLARK COUNTY WATER RECLAMATION DISTRICT  
C/O PROCUREMENT SOLUTIONS SECTION  
5857 EAST FLAMINGO ROAD  
LAS VEGAS, NEVADA 89122

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

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

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

**ATTACHMENT "B" – AFFIDAVIT (ONLY REQUIRED FOR SOLE PROPRIETOR)  
SOLICITATION NO.: ITB-240016**

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_ being  
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

- 1.0 I am a Sole Proprietor;
- 2.0 I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 240016, entitled Elevator Maintenance and Repair Services;
- 3.0 I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
- 4.0 I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County Water Reclamation District 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

**END OF SOLICITATION  
SOLICITATION NO.: ITB-240016**

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