

6. Clean, inspect and lubricate governor linkage.
7. Inspect, rotate and equalize hoist and compensating cables. Inspect cable shackles and fastenings.
8. Check adjustment of roller/slide car and counterweight guides. Check bearings/liners and fastenings.
9. Inspect TM, slowdown, leveling and/or limit switches.
10. Clean and inspect all car and hoist way door contacts and interlocks.
11. Check and adjust door-closing force. Check, clean and adjust car and hoist way hangar rollers and adjust up thrusts.
12. Inspect door operator bearings and cams, replace as required
13. Clean and inspect governor tail sheave, compensating sheaves, compensation ropes and hitches and/or compensating chains, guides and hitches.
14. Clean and inspect car and counterweight buffers. Check buffer oil level and operation. Fill to correct fluid levels with manufacturers recommended fluids only.

D. Frequency: Semi Annual

1. Check control and main line fuses, record voltage readings, check motor and motor generator wire connections, overloads, armature clearances and brake cores. Tighten as required.
2. Check, clean and adjust motor overload devices, resistor and resistance connections.
3. Check and adjust car safety mechanism and governor rope hitch.
4. Clean, check and adjust all hoist way and hoist way equipment including guide rails, counterweights, hoist way door hangars, interlocks, closers, headers and related devices. Check all fastenings on guide rails, brackets and entrances. Check traveling cables for chafing, replace as required.

E. Frequency: Annual

1. Drop brake shoes, clean, lubricate and adjust. Flush and replace worm gear oil.
2. Check all controller and selector terminals. Check and clean all fuse holders.
3. Check, clean and adjust as required car frame, overhead, car and counterweight sheaves, sills and pit.
4. Annual lubrication of motor, motor generator and machine bearings, deflector, compound and compensating sheaves and governor tension sheave bearings. Check, clean, tighten and replace all defective parts, components and fastenings.
5. Perform annual car safety test. Clean, inspect, adjust and lubricate governor and safety mechanisms. Check buffer oil level, fill to correct fluid levels.
6. Adjust motor control and perform logic systems operation check.

F. Frequency: Five year

1. Perform full load governor, safety and buffer test or as is due per last full load governor and safety and buffer test date.

4.2 GEARED/TRACTION PASSENGER AND SERVICE:

A. Frequency: Each visit:

1. Ride each elevator; observe performance, leveling, floor stopping, door opening and closing operations and car operational noises. Make adjustments as required to insure optimal performance and ride quality.
2. Test safety edges, infra-red detectors, door open button, door close button, alarm bell and car operating devices. Make adjustments as required to insure ADA compliance and performance standards.
3. Check car and hall button operations, check indicator illumination and lantern operations. Replace all illumination and verify ADA compliance of hall lanterns.
4. Geared elevators located at the Clark County Detention Center are monitored by a windows based software program for troubleshooting, service, testing and maintenance. Company shall

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be provided a log on to use this diagnostic tool. Software and computer hardware shall remain on site and the property of The City.

B. Frequency: Monthly:

1. Clean and inspect machine, controller, selector, motor, motor generator/SCR and governor. Make adjustments as required to maintain optimal performance, replace all defective parts to ensure operational condition of equipment. Company shall calibrate safety devices in accordance with manufacturer suggested maintenance requirements and repair if needed.
2. Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibbs, detectors and/or photo eyes and safety edges. Lubricate and adjust door operator and door accessory equipment.
3. Inspect and clean hoist way door hangers, interlocks, linkage, pick up assembly, door gibbs, non-vision wing and hoist way switches.
4. Inspect and clean governor tension sheave, car and counterweight buffers, compensating sheave assembly. Clean pit and check safety plank and travel cable loops.
5. Clean machine room, check commutators and brushes, clean and adjust controller and selector contacts and relays.
6. Check car and hall fixture lamps, leveling and floor stops, alarm bell and emergency stop, inspect travel cable. Make adjustments, replace parts as required.

C. Frequency: Quarterly:

1. Inspect rope shackles, car and counterweight guides, TM and Slow Down switches, adjust and lubricate as required, check emergency light.
2. Check and adjust brake. Inspect and lubricate pivot pins.
3. Clean and adjust controller and selector components including contacts, relays and timers. Check transformers and rectifiers. Vacuum or brush all controller and selector parts.
4. Check all safety circuits, verify operational status, with no jumpers attached. Company shall calibrate safety devices in accordance with manufacturer suggested maintenance requirements and repair if needed.
5. Check selector cables and/or tapes. Lubricate selector drive worm. Inspect selector drive.
6. Clean, inspect and lubricate governor linkage.
7. Inspect, rotate and equalize hoist and compensating cables. Inspect cable shackles and fastenings.
8. Check adjustment of roller/slide car and counterweight guides. Check bearings/liners and fastenings.
9. Inspect TM, slowdown, leveling and/or limit switches.
10. Clean and inspect all car and hoist way door contacts and interlocks.
11. Check and adjust door-closing force. Check, clean and adjust car and hoist way hangar rollers and adjust up thrusts.
12. Inspect door operator bearings and cams, replace as required
13. Clean and inspect governor tail sheave, compensating sheaves, compensation ropes and hitches and/or compensating chains, guides and hitches.
14. Clean and inspect car and counterweight buffers. Check buffer oil level and operation. Fill to correct fluid levels with manufacturers recommended fluids only.

D. Frequency: Semi Annual:

1. Check control and main line fuses, record voltage readings, check motor and motor generator wire connections, overloads, armature clearances and brake cores. Tighten as required.
2. Check, clean and adjust motor overload devices, resistor and resistance connections.
3. Check and adjust car safety mechanism and governor rope hitch. Company shall calibrate safety devices in accordance with manufacturer suggested maintenance requirements and repair if needed.
4. Clean, check and adjust all hoist way and hoist way equipment including guide rails, counterweights, hoist way door hangars, interlocks, closers, headers and related devices. Check

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all fastenings on guide rails, brackets and entrances. Check traveling cables for chafing, replace as required.

E. Frequency: Annual

1. Drop brake shoes, clean, lubricate and adjust. Flush and replace worm gear oil.
2. Check all controller and selector terminals. Check and clean all fuse holders.
3. Check, clean and adjust as required car frame, overhead, car and counterweight sheaves, sills and pit.
4. Annual lubrication of motor, motor generator and machine bearings, deflector, compound and compensating sheaves and governor tension sheave bearings. Check, clean, tighten and replace all defective parts, components and fastenings.
5. Perform annual car safety test. Clean, inspect, adjust and lubricate governor and safety mechanisms. Check buffer oil level, fill to correct fluid levels. Company shall calibrate safety devices in accordance with manufacturer suggested maintenance requirements and repair if needed.
6. Adjust motor control and perform logic systems operation check.

F. Frequency: Five year

1. Perform full load governor, safety and buffer test or as is due per last full load governor and safety and buffer test date.

4.3 HYDRAULIC PASSENGER AND SERVICE:

A. Frequency: Each visit

1. Ride each elevator; observe performance, leveling, floor stopping, door opening and closing operations and car operational noises. Make adjustments as required to insure optimal performance and ride quality.
2. Test safety edges, infra-red detectors, door open button, door close button, alarm bell and car operating devices. Make adjustments as required to insure ADA compliance and performance standards.
3. Check car and hall button operations, check indicator illumination and lantern operations. Replace all illumination and verify ADA compliance of hall lanterns.

B. Frequency: Monthly

1. Clean, inspect and adjust power unit, controller and motor. Checks drive belt tension and condition. Replace all worn or defective belts. Repair all gaskets leaks with new gaskets.
2. Check for leaks and oil level in power unit. Clean power unit oil drip pan. Fill to correct fluid levels, determine source of leakage and repair.
3. Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibs, detectors and/or photo eyes and safety edges. Lubricate and adjust door operator and door accessory equipment.
4. Inspect and clean hoist way door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing and hoist way switches.
5. Clean, inspect and replace as required hydraulic plunger, seals and packing. Check jack oil drip container, report any excessive fluid levels or leakage to the City.
6. Check guide rail lubrication drip containers in pit. Clean as required.

C. Frequency: Quarterly

1. Check motor and pump sheave alignment, re-align as required. Check motor and pump mounting fastenings, tighten as required.

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2. Adjust hydraulic control valve for smooth ride quality. Clean hydraulic control valve strainers. Check hydraulic control valve locking nuts, adjustment screws and mounting fastenings. Tighten as required.
3. Clean, replace as required and adjust controller components including contacts, relays and timers. Check transformers and rectifiers.
4. Vacuum or brush all controller parts.
5. Verify safety circuits operational status, verify no jumpers attached. Company shall calibrate safety devices in accordance with manufacturer suggested maintenance requirements and repair if needed.
6. Check and provide adjustment of roller/slide car guides. Check bearings/liners and fastenings. Adjust or replace as required.
7. Inspect TM, slowdown, leveling and/or limit switches. Adjust or replace as required.
8. Inspect and clean hoist way door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing and hoist way switches.
9. Check door-closing force. Check car and hoist way hangar rollers and adjust up thrusts. Adjust or replace as required.
10. Inspect door operator bearings and cams, replace as required.

D. Frequency: Semi-Annual

1. Check control and main line fuses, record voltage readings, check motor starter connections and overloads. Tighten or replace as required.
2. Clean, check and adjust all hoist way and hoist way equipment including guide rails, hoist way door hangars, interlocks, closers, headers and related devices. Check all fastenings on guide rails, brackets and entrances. Check traveling cables for chafing, replace as required.

E. Frequency: Annual

1. Check all controller terminals. Check and clean all fuse holders.
2. Check car frame, sills and pit. Tighten all loose connections
3. Annual hydraulic pressure test. Check relief valve seal and tag valve with current test information, date test was performed and performing company name. Adjust as required to provide compliance to local code authorities.
4. Perform logic systems operation check.

PART 5 EXECUTION

5.1 Transition Plan

- A. Verification of existing conditions before starting work.
- B. Action Plan to correct any deficiencies that need immediate attention.
- C. Scheduling of Inspections and Certifications.

5.2 Repairs

- A. Company shall invoice Labor Rates, Trip Charges, Travel Time, and Parts pricing in the following format:

Hourly Labor Rate Regular Mechanic-Major Repairs	HOUR	\$120.00
Hourly Labor Rate Overtime Mechanic-Major Repairs	HOUR	\$180.00
Repairs Consumable Parts	10% Markup over cost	10%
Travel Time	HOUR	\$120.00

1. Parts pricing shall be documented with appropriate proof of cost, such as Dealer Invoice or Catalog Price and shall be included as backup for any Repair Invoice.
2. Repairs shall be quoted on a time and material basis, any Travel Time must be accounted for in Company's Pricing Schedules. Fuel Surcharges will not be allowed.

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**TABLE 1 – EQUIPMENT LIST**

1	Elevator, Passenger , General Elevator, Hydraulic , 3500 Lb, 125 FPM, 7 Stop, Central Fire Station, 500 N. Casino Center Blvd.
2	Elevator, Passenger, Otis 211 Hydraulic, 2100 lb Capacity, 2 Stop, 1 each, Downtown Senior Center, 310 9th ST
3	Elevator, Passenger, Otis 211 Hydraulic, 2100 lb Capacity, 2 Stop, Speed 100 FPM, Las Vegas Natural History Museum, 900 Las Vegas Blvd. North LV NV
4	Elevator, Passenger, Payne Traction, 2500 lb Capacity, 250 fpm, 9 stop, 3 each, Atrium Bldg, 333 N. Rancho
5	Elevator, Passenger, Schindler Hydraulic, 2100 lb. Capacity, 100 fpm, 2 Stop, 1 each, Stupak Community Center, 251 W. Boston Ave.
6	Elevator, Passenger, OTIS, Belt Drive Otis Gen Two, 4000 lb capacity , 8 stop, 5 each, City Hall, 495 S. Main St.
7	Elevator, Passenger, OTIS, Hydraulic, 2100 lb capacity, 2 stop, 1 each, City Hall, 495 S. Main St.
8	Elevator, Passenger, OTIS, Belt Drive Otis Gen Two, 4000 lb capacity, 9 stop, 1 each, City Hall, 495 S. Main St.
9	Elevator, Passenger, OTIS, Hydraulic, 3500 lb capacity, 2 stop, 1 each, City Hall, 495 S. Main St.
10	Elevator, Passenger, OTIS, Belt Drive Otis Gen Two, 3500 lb capacity, 5 stop, 3 each, City Hall Garage, 500 S. Main St.
11	Elevator, Passenger, Thyssen Krupp, Hydro Drive, EP-6971, 2500 lb capacity, 2 stop, 1 each, WPCF 6500 Vegas Valley Dr.

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**EXHIBIT B – MONTHLY PRICING**

1	CENTRAL FIRE 500 N CASINO, 3500LB 7 STOP GENERAL ELEVATOR	\$130.00
2	NAURAL HIST. MUSEUM 900 LV BLVD. 2 STOP OTIS 211	\$130.00
3	ATRIUM BLDG. 333 N. RANCHO BLVD. 2500LB PAYNE TRACTION 3 UNITS	\$1,400.00
4	STUPAK COMM CNTR. 251 W BOSTON 2 STOP 2100LB SCHINDLER 330A	\$130.00
5	CITY HALL 495 S MAIN ST. 5 OTIS GEN TWO 8 STOP 4000LB	\$2,000.00
6	CITY HALL 495 S MAIN ST. 1 OTIS GEN TWO 9 STOP 4000LB	\$400.00
7	CITY HALL 495 S MAIN ST. 1 OTIS 211 2 STOP 2100LB	\$130.00
8	CITY HALL 495 S MAIN ST. 1 OTIS 211 2 STOP 3500LB	\$130.00
9	CITY HALL PKNG GAR 500 S MAIN ST 3 OTIS GEN TWO 5 STOP 3500LB	\$900.00
10	WPCF 6500 VEGAS VALLEY DR. 1 THUYSEN KRUPP TAC 20 2 STOP 2500LB	\$130.00
TOTAL MONTHLY		\$5,350.00

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CC EX 235

**CERTIFICATE OF CUSTODIAN OF RECORDS**

STATE OF NEVADA        )  
                                  ) ss:  
COUNTY OF CLARK        )

NOW COMES Kristine Sy, Management Analyst, Contract Management,  
Department University Medical Center of Southern Nevada who after being duly sworn  
deposes and says:

1. That she oversees the contract for 09-20-11 HVAC Service Agreement  
and in such capacity is the custodian of the records of the office or institution.

2. That on the 10<sup>th</sup> day of December, 2012, the Ms. Sy was served  
with a request calling for the production of the executed contract specific to  
09-20-11 HVAC Service Agreement.

3. That he has examined the original of those documents and has made a true  
and exact copy of them and that the reproduction of them attached hereto is true and  
complete.

4. That the original of those documents was made at or near the time of the acts,  
events, conditions, opinions or diagnoses recited therein by or from information transmitted  
by a person with knowledge in the course of a regularly conducted activity of the deponent  
or the office or institution in which the deponent is engaged.

DATED this 10<sup>th</sup> day of December, 2012.

NEVADA STATE LABOR COMMISSIONER

EXHIBIT CC x 23

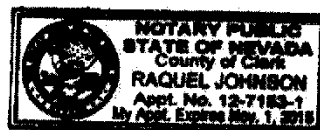
WITNESS W. Stanley

DATE 9/9/13

SUBSCRIBED AND SWORN to before  
me this 10<sup>th</sup> day of December, 2012.

Raquel Johnson

Kristine Sy  
Management Analyst  
UMC CONTRACT MANAGEMENT  
DEPARTMENT



**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
BOARD OF HOSPITAL TRUSTEES  
AGENDA ITEM**

<b>Issue:</b> Service Agreement with Honeywell Building Solutions.	<b>Back-up:</b>
<b>Petitioner:</b> Brian Brannman, Chief Executive Officer, University Medical Center	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>That the Board of Hospital Trustees approve the Service Agreement between Honeywell Building Solutions and University Medical Center of Southern Nevada for HVAC Control, Fire Alarm and Security System maintenance; and authorize the Chief Executive Officer to sign the agreement. (For possible action)</b>	

**FISCAL IMPACT:**

Fund #: 5420.000  
Fund Center: 3000848000

Fund Name: UMC Operating Fund  
Amount: \$614,000 per year for five (5) years; total cost is \$3,070,000

Additional comments: New agreement will provide UMC an estimated annual savings of \$23,500 or \$117,500 over the 5-year term.

**BACKGROUND:**


On July 1, 2008, the Board approved an agreement with Honeywell to maintain the Enterprise Building Integration System which manages UMC's HVAC Control, Fire Alarm and Security Systems at the Main Hospital, North East Tower and nine (9) Quick Care centers for the period July 1, 2008 through June 30, 2011. Amendment One, effective August 3, 2010, added the Phase III Addition.

This request is to approve a new Service Agreement with Honeywell to provide the same maintenance coverage for the Main Hospital, North East Tower, South East Building, 2040 Building, Trauma Center, Delta Point and Lied Building. The annual cost for maintenance is \$614,000 wherein UMC can expect an estimated annual savings of \$23,500. The contract period is from July 1, 2011 through June 30, 2016 unless terminated with a 60-day written notice.

In accordance with NRS 332.115.1(c), (d), (g) & (h), the competitive bidding process is not required because the purchase is for equipment, which is more efficiently added to, repaired, or maintained by a certain person; is compatible with existing equipment; and hardware, software and associated peripheral equipment and devices are for computers.

Honeywell currently holds a Clark County business license.

Respectfully submitted,

  
\_\_\_\_\_  
Brian Brannman  
Chief Executive Officer

Cleared for Agenda  
September 20, 2011 **MC**

Agenda Item #

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**Honeywell Building Solutions**  
**SERVICE AGREEMENT**

Project Name: University Medical Center of Southern Nevada  
Proposal Number: 550-0801-04A  
Date: June 28, 2011  
Agreement Number: 550-02-10676

**(PROVIDER)**

Honeywell Building Solutions  
2925 E Patrick Lane  
Las Vegas, NV. 89120

**(CUSTOMER)**

University Medical Center of S. Nevada  
1800 W. Charleston Blvd  
Las Vegas, NV. 89102

**Service Location Name and Address**

\*Included in the HVAC Control, Fire and Security portions of this contract are;  
UMC Main Campus 1800 W. Charleston—Trauma Building 800 Ross Street—The School of Medicine 2040 Charleston Blvd

\*Included in the Security portions of this contract only—Delta Point 901 Rancho Lane

\*Included in the HVAC Control portions of this contract only—Lcid Building 1524 Pinto Lane

Scope of Work: HONEYWELL HBS shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- |  |   |
|--|---|
| <input type="checkbox"/> Preferred Temperature Control Services                | <input type="checkbox"/> Site Services                        |
| <input type="checkbox"/> Flex Temperature Control Services                     | <input type="checkbox"/> Honeywell Energy Analysis Reporting  |
| <input checked="" type="checkbox"/> Preferred Automation Maintenance Services  | <input type="checkbox"/> Air Filter Services                  |
| <input type="checkbox"/> Flex Automation Services                              | <input type="checkbox"/> Water Treatment Services             |
| <input checked="" type="checkbox"/> Preferred Fire Alarms Maintenance Services | <input type="checkbox"/> Critical Parts Stocking              |
| <input type="checkbox"/> Fire Alarm Test and Inspect Services                  | <input type="checkbox"/> Thermography Services                |
| <input checked="" type="checkbox"/> Preferred Security System Inspect Services | <input type="checkbox"/> Emergency Generator Services         |
| <input type="checkbox"/> Flex Security System Services                         | <input type="checkbox"/> In Suite Services                    |
| <input type="checkbox"/> Preferred Mechanical Maintenance Services             | <input type="checkbox"/> Remote Monitoring/Radionics          |
| <input type="checkbox"/> Flex Mechanical Maintenance Services                  | <input type="checkbox"/> Indoor Air Quality Auditing Services |
| <input type="checkbox"/> ServiceNet™ Remote Monitoring and Control Services    | <input type="checkbox"/> Service Management Software          |
| <input type="checkbox"/> EBI Services  | <input type="checkbox"/> FM Worksite                          |
| <input type="checkbox"/> Online Services                                       | <input type="checkbox"/> Other/Special Provisions _____       |
| <input type="checkbox"/> Advanced Support                                      | <input type="checkbox"/> Honeywell Users Group                |

Contract Term: 60 Months (5) years from the Effective Date. Customer \_\_\_\_\_ Honeywell \_\_\_\_\_  
(INITIALS)

Contract Effective Date: July 1, 2011

Price for Year 1: Six Hundred Fourteen Thousand and no/100 dollars per year.  
\$ 614,000.00 per year.

Payment Terms: PAYMENT TO BE MADE MONTHLY, 30 DAYS FROM DATE OF INVOICE

☐ Sales Tax will be invoiced separately ☐ Use Tax is included in the Price ☒ This sale is tax exempt


Renewal: DELETE THIS PARAGRAPH DUE TO THE FACT THIS IS A FIVE (5) YEAR CONTRACT.

Submitted by HBS: (signature) David Ganatta  
Name: David Ganatta  
Title: Account Manager  
Date: Aug. 3, 2011


This proposal is valid for 30 days.

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.

Accepted by:  
HONEYWELL BUILDING SOLUTIONS

Signature:   
Name: Brad Sandberg  
Title: District General Manager  
Date: 8-8-11

CUSTOMER: University Medical Center of S. Nevada

Signature:   
Name: Brian Brannon  
Title: CEO  
Date: 9/20/11

## ATTACHMENT "A" SCOPE OF SERVICES OFFERED

### Honeywell Building Solutions

#### SERVICE AGREEMENT

PROPOSAL # 550-02-10676

#### PREFERRED AUTOMATION MAINTENANCE SERVICES

1.1 **Scope** - HONEYWELL will maintain building automation system hardware and software found in the List of Covered Equipment and Software attached.

1.2 **Coverage** - Unless noted by exception, maintenance intervals will be determined by equipments, application, location and HONEYWELL'S computer data bank of maintenance experience and manufacturer's specifications, according to HONEYWELL'S best judgment.

After each service call is completed, details from the service report will be provided to CUSTOMER.

HONEYWELL will review current data and applications and will verify correct operation of connected HVAC equipment

1.3 **Hardware Support** - HONEYWELL will perform scheduled maintenance service on the Equipment covered under this Agreement as detailed on the List of Covered Equipment and Software.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the forgoing, at initial inspection or following twelve (12) months of service, in any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment and Software, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 **Software Support** - HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operation system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER'S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER'S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational, or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER'S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER'S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

1.5 **Emergency Services** - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER'S site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CUSTOMER will be liable for the charges prevailing for such service

Emergency Service will be provided during the following periods during the term on this Agreement

☒ Continuous Emergency Services

(24 hours per day, seven days per week, federal holidays included)

**1.6 Performance Review** - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Services delivery, and identify opportunities to further improve performance of the Equipment

**PREFERRED FIRE ALARM MAINTENANCE SERVICES**

**1.7 Scope** - HONEYWELL will maintain building fire alarm system hardware and software found in the List of Covered Equipment and Software attached.

**1.8 Coverage** - Unless noted by exception, maintenance intervals will be determined by equipments, application, location and HONEYWELL'S computer data bank of maintenance experience and manufacturer's specifications, according to HONEYWELL'S best judgment, and in accordance to codes mandated by the authorities having jurisdiction.

After each service call is completed, details from the service report will be provided to CUSTOMER.

HONEYWELL will review current data and applications and will verify correct operation of connected Fire Alarm equipment.

**1.9 Hardware Support** - HONEYWELL will perform scheduled maintenance service on the Equipment covered under this Agreement as detailed on the List of Covered Equipment and Software.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, in any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment and Software, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

**1.10 Software Support** - HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operation system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER'S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that my hereafter be required to improve performance of the software installed on CUSTOMER'S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational, or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER'S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER'S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

**1.11 Emergency Services** - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER'S site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CUSTOMER will be liable for the charges prevailing for such service

Emergency Service will be provided during the following periods during the term on this Agreement

☒ Continuous Emergency Services

(24 hours per day, seven days per week, federal holidays included)

**1.12 Performance Review** - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Services delivery, and identify opportunities to further improve performance of the Equipment.



#### **PREFERRED SECURITY SYSTEM MAINTENANCE**

1.13 Scope - HONEYWELL will maintain building security system hardware and software found in the List of Covered Equipment and Software attached.

1.14 Coverage - Unless noted by exception, maintenance intervals will be determined by equipments, application, location and HONEYWELL'S computer data bank of maintenance experience and manufacturer's specifications, according to HONEYWELL'S best judgment.

After each service call is completed, details from the service report will be provided to CUSTOMER.

HONEYWELL will review current data and applications and will verify correct operation of connected Fire Alarm equipment.

1.15 Hardware Support - HONEYWELL will perform scheduled maintenance service on the Equipment covered under this Agreement as detailed on the List of Covered Equipment and Software.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL. Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, in any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment and Software, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.16 Software Support - HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications' and/or software including, but not limited to, operation system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements', will be CUSTOMER'S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER'S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational, or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER'S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER'S expense.

Upon request HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

1.11 Emergency Services - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER'S site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CUSTOMER will be liable for the charges prevailing for such service.

Emergency Service will be provided during the following periods during the term on this Agreement

☒ Continuous Emergency Services  
(24 hours per day, seven days per week, federal holidays included)

1.18 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Services delivery, and identify opportunities to further improve performance of the Equipment.

#### **END SCOPE OF SERVICES OFFERED**

## **ATTACHMENT "B" EQUIPMENT SERVICES DETAIL**

DETAIL PROVIDED INCLUDE BUT IS NOT LIMITED TO THE FOLLOWING:

**Equipment Type: DDC Analog Sensor Points**

**Frequency: Annually**

**Component: INSPECT, CLEAN & TEST**

- Reading: DDC Temp Reading
- Reading: Offset Used
- Reading: Ambient Temp Reading
- Task: Check sensor & mounting security
- Task: Repair or replace any damaged or missing parts
- Task: Measure ambient temp of sensor
- Task: Compare to the reading on the DDC system
- Task: Calculate the offset necessary for the DDC input
- Task: Enter offsets and back-up datafile changes
- Task: Record sensor calibration on appropriate PM tags

**Equipment Type: DDC EXCEL 100/80/50/20110 CONTROLLERS**

**Frequency: Semi-Annually**

**Component: INSPECT, CLEAN & TEST**

- Reading: Field Transformer 2 Out Vltg
- Reading: Firmware Version
- Reading: Excel Transformer 1 Out Vltg
- Reading: Software Version
- Reading: Field Transformer 1 Out Vltg
- Reading: Power Supply Voltage
- Task: Check power supply connections
- Task: Check power supply circuit protection
- Task: Check auxiliary equipment connections
- Task: Check ribbon cables
- Task: Check bus cable
- Task: Check field equipment protection & output supply
- Task: Check Supply input control source supply
- Task: Check LON cable connections when applicable
- Task: Check Excel connections
- Task: Check Excel primary supply transformer
- Task: Check Excel secondary supply transformer
- Task: Check primary supply transformer for field equip
- Task: Check secondary supply transformer for field equip
- Task: Check output source supply
- Task: Check Excel control supply input
- Task: Check primary supply transformer for valves
- Task: Check secondary supply transformer for valves
- Task: Check for system alarms using OPT terminal
- Task: Check digital inputs and outputs
- Task: Check Analog inputs and outputs
- Task: Check totalizer inputs

**Equipment Type: EBI TYPE PC & SOFTWARE**

**Frequency: Quarterly**

**Component: SOFTWARE BACKUPS & UPDATES**

- Task: Perform full OS System backup
- Task: Perform SQL 2000 CMS database backup
- Task: Perform event archive backup
- Task: Perform ASCII data backup
- Task: Perform Honeywell/Server/Data backup
- Task: Quickbuilder File backup
- Task: Store all backups in 2 separate locations
- Task: Update Antivirus Signatures & scan devices
- Task: Run disk defragmenter utilities
- Task: Apply available supported updates to the OS
- Task: Apply available supported updates to the EBI OS
- Task: Check & clean keyboard, mouse, monitor etc.

**Equipment Type: ACCESS CONTROL DOOR SYSTEM**

**Frequency: Annually**

**Component: TEST & INSPECT ACCESS PORTAL**

- Task: DOOR SYSTEM COMPONENTS
- Task: Central panel
- Task: Door & Lock hardware
- Task: Check door contact
- Task: Motion detectors
- Task: Audio-visual strobe devices (if Req)
- Task: Prox card readers
- Task: Mag card readers
- Task: Notify the proper authorities of the maintenance/condition
- Task: Test central panel to ensure no system troubles
- Task: Check door hardware alignment and tightness
- Task: Verify proper door lock-release action
- Task: Verify correct change of state reporting
- Task: Test the alarm function of the motion detector
- Task: Wait 3-5 minutes allowing detector to settle
- Task: Walk through the covered area toward the door
- Task: Adjust detector up-down to obtain proper covers
- Task: If appl test reader access with PIN #
- Task: If appl check in-out reader
- Task: Verify proper operation & response
- Task: Verify even recording and central station
- Task: Check appearance & mounting of readers
- Task: Clean reader as required
- Task: Check outdoor readers for signs of damage and moisture
- Task: Restore the system to normal operation

**Equipment Type: FIRE ALARM SYSTEM TEST**

**Frequency: Semi-Annually**

**Component: SEASONAL INSPECTION**

- Task: Measure, adjust & record power supply voltages
- Task: Check standby batteries
- Task: Test all initiating devices
- Task: Check visual devices
- Task: Perform public address test
- Task: Check condition & alignment of components & wiring
- Task: Perform zone ground fault detection test
- Task: Perform module output & supervision tests
- Task: If appl. perform zone annunciator test
- Task: If appl. perform remote annunciator test
- Task: Perform accessory relay module test
- Task: Vacuum and clean all enclosure
- Task: Test tamper switch annunciation
- Task: Test fire phones
- Task: If appl. perform I.e.d. test

**Frequency: Annually**

**Component: SEASONAL INSPECTION**

- Task: Measure, adjust & record power supply voltages
- Task: Check standby batteries
- Task: Test all initiating devices
- Task: Check visual devices
- Task: Perform public address test
- Task: Check condition & alignment of components & wiring
- Task: Perform zone ground fault detection test
- Task: Perform module output & supervision tests
- Task: If appl. perform zone annunciator test
- Task: If appl. perform remote annunciator test
- Task: Perform accessory relay module test
- Task: Vacuum and clean all enclosure
- Task: Test tamper switch annunciation
- Task: Test fire phones
- Task: If appl. perform I.e.d. test

**Equipment Type: INITIATING DEVICE CONTROL MODULES**

**Frequency: Annually**

**Component: TEST & INSPECT**

- Task: Put system in standby to prevent false alarms
- Task: Perform test to assure command is received
- Task: Verify correct addressing of sensor
- Task: Reset panel and test next point/device
- Task: Restore the system to normal operation

**Equipment Type: INTELLIGENT HEAT DETECTOR**

**Frequency: Annually**

**Component: TEST & INSPECT**

- Task: Put system in standby to prevent false alarms
- Task: Perform test to assure command is received
- Task: Verify correct addressing of sensor
- Task: Reset panel and test next point/device
- Task: Restore the system to normal operation

**Equipment Type: SMOKE DETECTORS**

**Frequency: Annually**

**Component: TEST & INSPECT**

- Task: Put system in standby to prevent false alarms
- Task: Clean detector & verify good detector placement
- Task: Notify customer of detector location problems
- Task: Test with approved device or smoke simulation
- Task: Verify correct addressing of sensor
- Task: Verify sensor l.e.d./remote l.e.d. function
- Task: Verify/log alarm status at central panel
- Task: Restore the system to normal operation

**Equipment Type: CCTV CAMERA**

**Frequency: Semi-Annually**

**Component: INSPECT, CLEAN & TEST**

- Task: Verify proper operation of camera
- Task: Clean camera lens
- Task: Inspect camera mount to assure that it is secure
- Task: Inspect cable and connectors
- Task: If appl. test pan, tilt, and focus
- Task: If appl. verify reporting to DVR

## **ATTACHMENT 'C' COVERED EQUIPMENT AND SOFTWARE**

### **AUTOMATION SYSTEM MAINTENANCE**

#### **LIST OF COVERED EQUIPMENT AND SOFTWARE:**

- 3ea HVAC PC's and Associated Software (CARE & EBI) including 1 server.
- 1093ea Honeywell Controllers
- 442ea Control Module Inputs and Outputs
- All TC Points Connected to Honeywell EBI/XL 5000 System

### **FIRE ALARM SYSTEM MAINTENANCE**

#### **LIST OF COVERED EQUIPMENT AND SOFTWARE:**

- 2ea PC's (EBI UL Server and PBX) and Associated Software
- 43ea Fire Alarm Annunciator Panels
- 17ea Fire Alarm Panels
- All Fire Alarm SLC's (Loops)
- All Fire Alarm Initiating Devices Connected to Honeywell XLS/FS90 Plus System
- All Fire Alarm Indicating Devices Connected to Honeywell XLS/FS90 Plus System

### **SECURITY SYSTEM MAINTENANCE**

#### **LIST OF COVERED EQUIPMENT AND SOFTWARE:**

- 2ea Security PC's and Associated Software (EBI only) including 1 server.
- 176ea CCTV Camera's (all Honeywell installed cameras)
- 7ea Honeywell DVR's (all Honeywell provided/installed DVR's)
- 2ea Switches and VCR's (2 of each)
- 26ea Security Panels
- 350ea Card Readers

#### **1. EXCLUDES:**

- a. PHONE LINES AND NETWORK CONNECTIONS
- b. AUTO (DOOR) OPENERS ARE NOT INCLUDED

#### **2. INCLUDES: DOOR HARDWARE**

- a. DEFINITION OF DOOR HARDWARE
  - i. STRIKES, POWER SUPPLY AND DOOR POSITION SWITCH ONLY.

## **ATTACHMENT "D" GENERAL TERMS AND CONDITIONS**

### **1. WORKING HOURS**

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 6:30 a.m. - 3:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

### **2. TAXES**

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

### **2.2 SENTENCE DELETED**

### **3. PROPRIETARY INFORMATION**

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as Honeywell submits any such document or statement to Customer for its approval, which will not be unreasonably withheld.

### **4. INSURANCE OBLIGATIONS**

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://www51.honeywell.com/moi/liability-a2/ds-united.html>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to

provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

#### **5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS**

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

5.5 TO THE FULLEST EXTENT EXPRESSLY AUTHORIZED BY NEVADA STATUTES, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN THIS SECTION, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

5.6 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility, to the extent expressly Authorized by Nevada Statutes, to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

#### **6. WARRANTY AND LIMITATION OF LIABILITY**

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, or from fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty applies to all products Honeywell provides under this Agreement, whether or not manufactured by Honeywell. The warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first.

#### **6.2 DELETE THIS ENTIRE SENTENCE**

6.3 Honeywell makes no representation or warranty, express, implied or otherwise, regarding Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

#### **7. INDEMNITY**

Honeywell agrees to indemnify and hold Customer and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under Honeywell's negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such indemnity obligation is valid only to the extent (i) Customer gives Honeywell immediate notice in writing of any such claims and permits Honeywell, through counsel of its choice and Honeywell's sole cost and expense, to answer the claims and defend any related suit and (ii) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit. Honeywell is not responsible for any settlement without its written consent. Honeywell is not liable for loss or damage caused by the negligence of Customer or any other party or such party's employees or agents. This obligation shall survive termination of this Agreement. Notwithstanding the foregoing, Customer agrees that Honeywell will not be responsible for any damages caused by Mold or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.

## **8. LIMITATION OF LIABILITY**

8.1 IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MOLD, MOISTURE, INDOOR AIR QUALITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF A PORTION OF THE SERVICES INVOLVES THE INSTALLATION AND/OR MAINTENANCE OF SYSTEMS ASSOCIATED WITH SECURITY AND/OR THE DETECTION OF AND/OR REDUCTION OF RISK OF LOSS ASSOCIATED WITH FIRE, HONEYWELL'S TOTAL LIABILITY ARISING OUT OF OR AS A RESULT OF ITS PERFORMANCE UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THIS AGREEMENT.

## **9. EXCUSABLE DELAYS**

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

## **10. PATENT INDEMNITY**

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is not reasonable then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

## **11. SOFTWARE LICENSE**

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the



type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

## **12. DISPUTE RESOLUTION**

DELETE THIS PARAGRAPH

## **13. ACCEPTANCE**

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

## **14. MISCELLANEOUS**

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

14.3 This Agreement is governed by the law of the State where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

## **15. COVERAGE**

15.1 Customer agrees to provide access to all Equipment covered by this Agreement. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

15.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

15.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred-Customer labor rates for such services.

15.4 Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

15.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

15.6 This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

15.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement.

15.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed chlorofluorocarbon (CFC) based refrigerants not otherwise required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

15.9 Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.

15.10 Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.

15.11 Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Agreement that comes to Customer's attention.

#### **16. TERMS OF PAYMENT**

16.1 Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit monthly invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within THIRTY (30) days after Customer's receipt of each such invoice.

#### **16.2 DELETE THIS PARAGRAPH.**

#### **17. TERMINATION**

17.1 Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.

17.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

17.3 **Cancellation** - This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

#### **18. DEFINITIONS**

18.1 "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

18.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

18.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

18.4 "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.

**End "General Terms and Conditions"**

**See T&C Addendum "A"**

**T&C Addendum "A"**

**The following Terms and Conditions are added to Honeywell Proposal 550-0801-04a:**

- **Termination Without Cause.** Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated by either party without cause upon sixty (60) days written notice to the other party.
- **Notices.** All notices required under this Agreement shall be in writing. Such notice shall be deemed sufficiently served or given for all purposes hereunder: (i) if personally served, upon such service, (ii) if sent by fax or commercial overnight delivery service, upon the next business day, or (iii) if mailed, three (3) business days after the time of mailing or on the date of receipt shown on the return receipt, whichever is first. Notices shall be dispatched to the following addresses or such other address as either party may specify in writing to the other party:

To Hospital: Chief Executive Officer  
University Medical Center of Southern Nevada  
1800 West Charleston Boulevard  
Las Vegas, Nevada 89102

To Provider:

- **Non-Discrimination.** Contractor hereunder shall be in compliance with all federal and state laws prohibiting discrimination on the basis of age, race, color, religion, sex, sexual orientation, national origin, gender identity or expression, disability, national origin, veteran status, or any other protected status.
- **Force Majeure.** Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control. The parties shall be relieved of their obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.
- **NRS 354.626 Unlawful expenditure of money in excess of amount appropriated; penalties; exceptions.**

1. No governing body or member thereof, officer, office, department or agency may, during any fiscal year, expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money, in excess of the amounts appropriated for that function, other than bond repayments, medium-term obligation repayments and any other long-term contract expressly authorized by law. Any officer or employee of a local government who willfully violates NRS 354.470 to 354.626, inclusive, is guilty of a misdemeanor and upon conviction thereof ceases to hold his or her office or employment. Prosecution for any violation of this section may be conducted by the Attorney General or, in the case of incorporated cities, school districts or special districts, by the district attorney.

2. Without limiting the generality of the exceptions contained in subsection 1, the provisions of this section specifically do not apply to:

(a) Purchase of coverage and professional services directly related to a program of insurance which requires an audit at the end of the term thereof.

(b) Long-term cooperative agreements as authorized by chapter 277 of NRS.

(c) Long-term contracts in connection with planning and zoning as authorized by NRS 278.010 to 278.630, inclusive.

(d) Long-term contracts for the purchase of utility service such as, but not limited to, heat, light, sewerage, power, water and telephone service.

(e) Contracts between a local government and an employee covering professional services to be performed within 24 months following the date of such contract or contracts entered into between local government employers and employee organizations.

(f) Contracts between a local government and any person for the construction or completion of public works, money for which has been or will be provided by the proceeds of a sale of bonds, medium-term obligations or an installment-purchase agreement and that are entered into by the local government after:

- (1) Any election required for the approval of the bonds or installment-purchase agreement has been held;
- (2) Any approvals by any other governmental entity required to be obtained before the bonds, medium-term obligations or installment-purchase agreement can be issued have been obtained; and
- (3) The ordinance or resolution that specifies each of the terms of the bonds, medium-term obligations or installment-purchase agreement, except those terms that are set forth in subsection 2 of NRS 350.165, has been adopted.

☐ Neither the fund balance of a governmental fund nor the equity balance in any proprietary fund may be used unless appropriated in a manner provided by law.

(g) Contracts which are entered into by a local government and delivered to any person solely for the purpose of acquiring supplies, services and equipment necessarily ordered in the current fiscal year for use in an ensuing fiscal year and which, under the method of accounting adopted by the local government, will be charged against an appropriation of a subsequent fiscal year. Purchase orders evidencing such contracts are public records available for inspection by any person on demand.

(h) Long-term contracts for the furnishing of television or FM radio broadcast translator signals as authorized by NRS 269.127.

(i) The receipt and proper expenditure of money received pursuant to a grant awarded by an agency of the Federal Government.

(j) The incurrence of obligations beyond the current fiscal year under a lease or contract for installment purchase which contains a provision that the obligation incurred thereby is extinguished by the failure of the governing body to appropriate money for the ensuing fiscal year for the payment of the amounts then due.

(k) The receipt by a local government of increased revenue that:

- (1) Was not anticipated in the preparation of the final budget of the local government; and
- (2) Is required by statute to be remitted to another governmental entity.

#### **END OF T&C ADDENDUM "A"**

CCEx25

**CERTIFICATE OF CUSTODIAN OF RECORDS**

STATE OF NEVADA }  
COUNTY OF CLARK } ss:

NOW COMES Kristine Sy, Management Analyst, Contract Management,  
Department University Medical Center of Southern Nevada who after being duly sworn  
deposes and says:

1. That she oversees the contract for Bid # 2010-24 and in such capacity is  
the custodian of the records of the office or institution.

2. That on the 10th day of December, 2012, the Ms. Sy was served  
with a request calling for the production of the executed contract specific to  
Bid # 2010-24.

3. That he has examined the original of those documents and has made a true  
and exact copy of them and that the reproduction of them attached hereto is true and  
complete.

4. That the original of those documents was made at or near the time of the acts,  
events, conditions, opinions or diagnoses recited therein by or from information transmitted  
by a person with knowledge in the course of a regularly conducted activity of the deponent  
or the office or institution in which the deponent is engaged.

DATED this 10th day of December, 2012.

NEVADA STATE LABOR COMMISSIONER

EXHIBIT CCx25

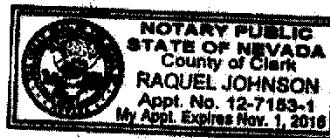
WITNESS W. Stanley

DATE 9/9/13

Management Analyst  
UMC CONTRACT MANAGEMENT  
DEPARTMENT

SUBSCRIBED AND SWORN to before  
me this 10th day of December, 2012.

Raquel Johnson



**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
BOARD OF HOSPITAL TRUSTEES  
AGENDA ITEM**

<b>Issue:</b> Award of Bid No. 2010-24, Elevator Maintenance, to KONE, Inc.	<b>Back-up:</b>
<b>Petitioner:</b> Kathleen Silver, Chief Executive Officer, University Medical Center	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Board of Hospital Trustees approve the award of Bid No. 2010-24, Elevator Maintenance, to the low responsive and responsible bidder, contingent upon the submission of the required bonds and insurance. Staff recommends award to KONE, Inc.</b>	

**FISCAL IMPACT:**

\$79,560.00 Lots 1 and 2; funded by Operating Budget

**BACKGROUND:**

On August 5, 2010, Bid No. 2010-24 was published in the Las Vegas Review Journal for Elevator Maintenance. On August 27, 2010, responses were received from:

<i>BIDS RECEIVED:</i>	<i>TOTAL BID AMOUNTS: (Lots 1 &amp; 2)</i>	<i>CORRECTION:</i>	<i>CORRECT TOTALS: (Lots 1 &amp; 2)</i>
KONE, Inc.	\$79,560.00		\$79,560.00
ThyssenKrupp Elevator	\$97,932.00		\$97,932.00
Suburban Elevator of NV	\$113,288.00		\$113,288.00
Schindler Elevator Corp	\$137,728.68	(+\$0.04)	\$137,728.72
Nevada Elevator	\$138,000.00		\$138,000.00
Otis Elevator	\$149,400.00		\$149,400.00

Staff reviewed the bid documents, contractor's license, business license, and recommends the selection of, and contract approval with KONE, Inc. The project consists of providing full maintenance (i.e. Lots 1 and 2) in all elevators and lifts at the UMC Campus, IT Building, 2040 Building, Lied Building, and Women's Clinic. This includes but not limited to examinations, cleaning, painting, lubrication, adjusting, parts replacement, repairs, testing, etc.

Lot 1 is the maintenance of elevators currently in service. Lot 2 is to provide maintenance of elevators after modernization warranty period.

Cleared for Agenda  
September 21, 2010

*DR*

Agenda Item

03136 52

The contract term is from November 1, 2010 through December 31, 2015 unless terminated with a 30-day written notice. After the initial term, UMC has the option to renew the contract for an additional two (2), one-year period(s) from the expiration date.

The recommendation for award is in accordance with NRS 332 to award of contract to lowest responsive and responsible bidder. KONE currently holds a Clark County business license.

spectfully submitted,

George W. Sturns FOR:

Kathleen Silver

Chief Executive Officer

Page N°

03137

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

V - BID FORM

(revised 8/17/2010)

BID NO. 2010-24  
Elevator Maintenance

KONE Inc.

Name of Firm

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

Lot 1

Item No.	Name, Location	Type	Service Interval	Quantity	Unit Price (Monthly or Qtrly)	Annual Extended Total
1	IT Building, 1000 Shadow Ln.	Passenger Hydraulic Elevator 3 Landings 3500Lbs. Capacity - 125 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
2	P2, 7 story tower, 1800 W. Charleston	Passenger OH Geared 7 Landings 4500 Lbs. Capacity - 350 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
3	P3, 7 story tower, 1800 W. Charleston	Passenger OH Geared 7 Landings 4500 Lbs. Capacity - 350 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
4	S4, 7 story tower, 1800 W. Charleston	Service OH Geared 7 Landings 4500 Lbs. Capacity -350 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
5	S5, 7 story tower, 1800 W. Charleston	Service OH Geared 7 Landings 4500 Lbs. Capacity -350 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
6	S5A, 7 story tower, 1800 W. Charleston	Service OH Geared 7 Landings 4500 Lbs. Capacity -350 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
7	Lobby 6, South tower, 1800 W. Charleston	Passenger OH Geared 3- Landings 4000 Lbs. Capacity -300 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
8	Lobby 7, South tower, 1800 W. Charleston	Passenger Hydraulic Elevator 3 Landings 4000 Lbs. Capacity -125 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
9	Lobby 8, South tower, 1800 W. Charleston	Passenger Hydraulic Elevator 3 Landings 4000 Lbs. Capacity -125 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
10	Freight 9, West Loading Dock, 1800 W. Charleston	Freight Hydraulic Elevator 2 Landings 12,000 Lbs. Capacity -100 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
11	Trauma T1, 800 Rose St.	Passenger OH Geared 7 Landings 4000 Lbs. Capacity -350 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
12	Trauma T2, 800 Rose St.	Passenger OH Geared 7- Landings 4000 Lbs. Capacity -350 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
13	Trauma Garage T3, 800 Rose St.	Passenger Hydraulic Elevator 4 Landings 2500 Lbs. Capacity-125 FPM	Monthly	12	\$ 184.00	\$ 2,208.00

**Bid Form**  
(revised 8/17/2010)  
**Bid No. 2010-24**  
**Elevator Maintenance**

Item No.	Name, Location	Type	Service Interval	Quantity	Unit Price (Mthly or Qtrly)	Annual Extended Total
14	E1, Emergency Room 1800 W. Charleston	Passenger Hydraulic Elevator 3 Landings 5000 Lbs. Capacity -125 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
15	E2, Emergency Room 1800 W. Charleston	Passenger Hydraulic Elevator 3 Landings 5000 Lbs. Capacity -125 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
16	E3, Emergency Room 1800 W. Charleston	Passenger Hydraulic Elevator 2 Landings 5000 Lbs. Capacity -125 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
17	Lied 1, Lied Bldg 1524 Pinto Ln.	Passenger Hydraulic Elevator 3 Landings 4500 Lbs. Capacity -125 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
18	Lied 2, Lied Bldg 1524 Pinto Ln.	Passenger Hydraulic Elevator 3 Landings 4500 Lbs. Capacity -125 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
19	Women's Clinic, 2231 W. Charleston	Passenger Hydraulic Elevator 2 Landings 4500 Lbs. Capacity -125 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
20	New Parking Garage 1, 1800 W. Charleston	Passenger Hydraulic Elevator 4 Landings 2500 Lbs. Capacity -150 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
21	New Parking Garage 2, 1800 W. Charleston	Passenger Hydraulic Elevator 4 Landings 2500 Lbs. Capacity -150 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
22	ASU 1, Ambulatory Surgery Unit 1800 W. Charleston	Roped Hydraulic Dumbwaiters 2 Landings 1000 Lbs. Capacity -100 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
23	ASU 2, Ambulatory Surgery Unit 1800 W. Charleston	Roped Hydraulic Dumbwaiters 2 Landings 1000 Lbs. Capacity -100 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
24	ASU 3, Ambulatory Surgery Unit 1800 W. Charleston	Wheel Chair Lift	Quarterly	4	\$ 552.00	\$ 2,208.00
25	ASU 4, Ambulatory Surgery Unit 1800 W. Charleston	Wheel Chair Lift	Quarterly	4	\$ 552.00	\$ 2,208.00
26	SE 1, Front Entrance 1800 W. Charleston	Gearless Traction Elevators 4 Landings 3500 Lbs. Capacity - 350 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
27	SE 2, Front Entrance 1800 W. Charleston	Gearless Traction Elevators 4 Landings 3500 Lbs. Capacity - 350 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
28	SE 3, Front Entrance 1800 W. Charleston	Gearless Traction Elevators 4 Landings 5000 Lbs. Capacity - 350 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
29	NE 4, Northeast Bldg, 1800 W. Charleston	Gearless Traction Elevators 5 Landings 4500 Lbs. Capacity - 350 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
30	NE 5, Northeast Bldg, 1800 W. Charleston	Gearless Traction Elevators 5 Landings 4500 Lbs. Capacity - 350 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
31	Pathology DW, 1800 W. Charleston	Traction Dumbwaiter 2 Landings 100 Lbs. Capacity - 50 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
32	Clinical Eng DW 1800 W. Charleston Blvd.	Traction Dumbwaiter 2 Landings 500 Lbs. Capacity - 50 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
Lot 1 - Annual Total						\$ 70,656.00

Bid Form  
(revised 8/17/2010)  
Bid No. 2010-24  
Elevator Maintenance

Lot 2

Item No.	Name, Location	Type	Service Interval	Quantity	Unit Price (Mthly or Qtrly)	Annual Extended Total
33	2040 Bldg 10, 2040 W. Charleston (to go onto maintenance contract approx Aug 2012)	Passenger OH Geared 6 Landings 2500 Lbs. Capacity -350 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
34	2040 Bldg 11, 2040 W. Charleston (to go onto maintenance contract approx Aug 2012)	Passenger OH Geared 6 Landings 2500 Lbs. Capacity -350 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
35	2040 Bldg 12, 2040 W. Charleston (to go onto maintenance contract approx Aug 2012)	Passenger OH Geared 6 Landings 2500 Lbs. Capacity -350 FPM	Monthly	12	\$ 184.00	\$ 2,208.00
36	ASU 5, Ambulatory Surgery Unit, 1800 W. Charleston (to go onto maintenance contract approx Oct 2011)	Passenger Traction Elevator 2 Landings 4500 Lbs Capacity - 150 FPM	Monthly	12	\$ 190.00	\$ 2,280.00
Lot 2 - Annual Total						\$ 8,904.00

Lot 1 - Annual Total	\$ 70,656.00
Lot 2 - Annual Total	\$ 8,904.00
Lots 1 & 2 - Annual Total	\$ 79,560.00

BILLABLE HOURLY RATES FOR FULL-COVERAGE EXEMPTION SERVICES  
(Time and Material Rates)

Item No.	Skill Set	Shift	Unit of Measure	Quantity	Hourly Rate
37	Mechanic	Straight Time	Hour	1	\$ 200.00
38	Mechanic	Overtime	Hour	1	\$ 250.00
39	Mechanic	Sundays & Owner Holidays	Hour	1	\$ 330.00
40	Helper	Straight Time	Hour	1	\$ 170.00
41	Helper	Overtime	Hour	1	\$ 240.00
42	Helper	Sundays & Owner Holidays	Hour	1	\$ 275.00
43	Team (Mechanic & Helper)	Straight Time	Hour	1	\$ 370.00
44	Team (Mechanic & Helper)	Overtime	Hour	1	\$ 490.00
45	Team (Mechanic & Helper)	Sundays & Owner Holidays	Hour	1	\$ 605.00
Estimated Annual Repairs					\$50,000

Material Cost

Cost plus ten (10) percent

TERMS OF PAYMENT:

30 N/A - None %, 30 calendar days.

## ATTACHMENTS TO BID FORM

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

Attachment 1, Subcontractor Information, is attached.

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

Addendum No.	<u>1</u>	Addendum No.	_____	Addendum No.	_____
Addendum No.	<u>2</u>	Addendum No.	_____	Addendum No.	_____
Addendum No.	_____	Addendum No.	_____	Addendum No.	_____

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

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

LEGAL NAME OF FIRM

NAME AND TITLE OF AUTHORIZED  
REPRESENTATIVE (PRINT OR TYPE)

ADDRESS OF FIRM

602-670-8865

Las Vegas, NV 89119

PHONE NUMBER OF AUTHORIZED  
REPRESENTATIVE

CITY, STATE ZIP

andrew.ogden@kone.com

08-27-10

EMAIL ADDRESS

DATE

### BUSINESS LICENSE INFORMATION

CURRENT STATE: Nevada LICENSE NO. 0006223 ISSUE DATE: 11-3-60 EXPIRATION DATE: 11-30-10

CURRENT COUNTY: Clark LICENSE NO. 2004894-240 ISSUE DATE: 2-1-10 EXPIRATION DATE: 1-31-11

CURRENT CITY: Las Vegas LICENSE NO. C11-20721 ISSUE DATE: 3-2-09 EXPIRATION DATE: 3-2-11

-B-001415

**FOR INFORMATIONAL PURPOSES ONLY:**

The above referenced firm is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ LBE as defined below.

**STATE OF NEVADA BUSINESSES**

**MINORITY OWNED BUSINESS ENTERPRISE (MBE):**

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

**WOMEN OWNED BUSINESS ENTERPRISE (WBE):**

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

**PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):**

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

**SMALL BUSINESS ENTERPRISE (SBE):**

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

**NEVADA BUSINESS ENTERPRISE (NBE):**

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

**BUSINESSES IN OTHER STATES**

**LARGE BUSINESS ENTERPRISE (LBE):**

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

ATTACHMENT 1  
BID NO. 2010-24  
Elevator Maintenance

**SUBCONTRACTOR INFORMATION**

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

1. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
2. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
3. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
4. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
5. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
6. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE



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

BOND NUMBER: 09013070  
Bid No. 2010-24  
University Medical Center of Southern Nevada  
Contract #B-320-University  
Medical Center

ATTACHMENT 4

ANNUAL PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That KONE, Inc as Principal Contractor, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto CLARK UMC, NEVADA, hereinafter called UMC, in the annual sum of Two Hundred Fifty Thousand dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into CONTRACT with said UMC to perform all work required under BID NO. 2010-24 of UMC'S specifications, entitled Elevator Maintenance.

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

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said CONTRACT, shall not in any way release said Contractor or said Surety.

Notwithstanding the requirements of CONTRACT, the term of this annual (12 month) bond shall commence from date of award, and may be extended annually for a term of twelve (12) months upon mutual consent of UMC and the Surety by issuance of a Continuation Certificate or issuance of a new bond.

SIGNED this 30th day of Sept, 20 10

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

KONE, Inc

(Principal Contractor)

Jeff Blum  
**Senior Vice President West Region**

(Authorized Representative and Title)

By:

(Signature)

Surety: Fidelity and Deposit Company of Maryland

625566

(State of Nevada, License Number)

(Appointed Agent Name)

By:

(Signature)

Susan A. Welsh, Attorney-in-Fact

(Appointed Agent Name)

By:

Susan A. Welsh

(Signature)

(License Number and Issuing State)

Address:

Address: 1400 American Lane

Schaumburg, IL

Telephone:

Telephone: 312-381-4577

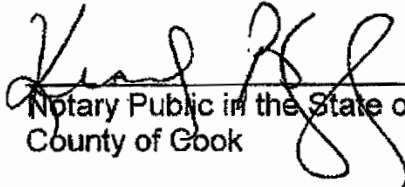
ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 30<sup>th</sup> day of September, 2010, before me, Kimberly Bragg, a Notary Public, within and for said County and State, personally appeared Susan A. Welsh to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Cook



03145

ER3145



SUSAN ANN WELSH  
27 CORINTH COURT  
TINLEY PARK IL 60477



Betty C Baker, Acting Commissioner of Insurance

SUSAN ANN WELSH

License Number 625566

is licensed to engage in the business of insurance in the State of Nevada in the capacity stated below, subject to applicable laws and regulations.

License Type: Non-Resident Producer  
Qualifications: Casualty, Property, Surety

Effective Date: 11-12-2008  
Expiration Date: 12-01-2011

Licensees must notify the Division of any change of address within 30 days of the change. You are subject to revocation for noncompliance.

Individuals— If you are affiliated to a business entity it will not print on the license. Individuals must be properly affiliated to the business entity's license prior to transacting insurance on the entity's behalf. The individual and the business entity are responsible for maintaining the affiliation.

A producer of insurance acting as an agent of the insurer must be appointed by the insurer prior to transacting insurance.

This license must be conspicuously displayed in your place of business that is open to the public.

SUSAN ANN WELSH	
License Number 625566	
National Producer ID	
Is licensed to engage in the business of insurance in the State of Nevada in the capacity stated below, subject to applicable laws and regulations.	
LICENSE TYPE	EFFECTIVE DATE
Non-Resident Producer	11-12-2008
QUALIFICATIONS	EXPIRATION DATE
Casualty, Property, Surety	12-01-2011
	CR Completion Date
	CE Requirements

03146

ER3146

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Sandra M. MARTINEZ, Linda M. ISER, Karen E. DANIEL, Susan A. WELSH, Robert E. DUNCAN, Kimberly BRAGG, William P. REIDINGER, Karen E. BOGARD, Sandra M. ROWAK and Douglas M. SCHMUDE, all of Chicago, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Sandra M. MARTINEZ, Linda M. ISER, Karen E. DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Kimberly BRAGG, William P. REIDINGER, Karen E. BOGARD, Jessica B. YATES, dated June 11, 2010.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of September, A.D. 2010.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gerald F. Haley*

By:

*William J. Mills*

Gerald F. Haley Assistant Secretary

William J. Mills

Vice President

State of Maryland }  
City of Baltimore } ss:

On this 10th day of September, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski*

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YYYY) 10/01/2010
<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago, IL 60601			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED</b> KONE Inc. One KONE Court Moline, IL 61265 Attn: Law Department FAX # 309-743-5800			<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:		<b>NAIC#</b>	
<b>COVERAGES</b> 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. <span style="float: right;">LIMITS SHOWN ARE AS REQUESTED</span>						
INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/>	MWZY 57732	01/01/2010	01/01/2011	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 10,000,000	
	MED EXP (Any one person)				\$ 0	
	PERSONAL & ADV INJURY				\$ 10,000,000	
					GENERAL AGGREGATE	\$ 10,000,000
					PRODUCTS - COMPROP AGG	\$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	MWTB 20018	01/01/2010	01/01/2011	COMBINED SINGLE LIMIT (Ea Accident)	\$ 2,000,000
	BODILY INJURY (Per person)				\$	
	BODILY INJURY (Per accident)				\$	
	PROPERTY DAMAGE (Per accident)				\$	
					AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC AGG	\$
					EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
A	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	MWC 115397 02 (AOS) MWXS 622 02 (OH)	1/1/2010 1/1/2010	1/1/2011 1/1/2011	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				\$	
	If yes, describe under SPECIAL PROVISIONS below				\$	
	OTHER				\$	
					E.L. EACH ACCIDENT	\$ 2,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b> University Medical Center of Southern Nevada B-320-University Medical Center of Southern Nevada  University Medical Center of Southern Nevada, its officers, agents, employees and volunteers are named as additional insured on form CG 2010 0704 to the extent of the terms of the contract.						
<b>CERTIFICATE HOLDER</b>  University Medical Center of Southern Nevada 1800 West Charleston Boulevard Las Vegas, NV 89102			<b>CANCELLATION</b> Certificate ID 39,218 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. <b>AUTHORIZED REPRESENTATIVE</b> AON Risk Services Central, Inc.			

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

03148

ER3148

**COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As required by written contract unless specifically endorsed on another endorsement attached to this policy.	On File With Company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



University Medical Center of Southern Nevada  
Contract Management Department

**CONFIRMATION FORM  
for  
RECEIPT OF BID NO. 2010-24**

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

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

---

**SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:**

PROJECT NO.      **BID NO. 2010-24**

DESCRIPTION:      **Elevator Maintenance**

**SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Area Code/Phone Number: \_\_\_\_\_

Area Code/Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

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

**FAX THIS CONFIRMATION FORM TO: (702) 383-2609  
Or EMAIL TO: [jim.haining@umcsn.com](mailto:jim.haining@umcsn.com)  
TYPE or PRINT CLEARLY**

Revised 01/13/2010

**03150**

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**ER3150**

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## UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

### INVITATION TO BID

#### **BID NO. 2010-24 Elevator Maintenance**

University Medical Center of Southern Nevada (UMC) is seeking bids for elevator maintenance for all of its locations in Las Vegas, Nevada.

The bid package is available as follows:

1. Pick up - University Medical Center, 800 Rose Street, Suite 408, Las Vegas, Nevada 89106.
2. By Electronic Mail or Mail - Please email a request to Contracts Management at [jim.haining@umcsn.com](mailto:jim.haining@umcsn.com) specifying project number and description. Be sure to include company address, phone and fax numbers, email address or call (702) 383-3606.
- Internet - Visit the Clark County website ([www.accessclarkcounty.com/purchasing](http://www.accessclarkcounty.com/purchasing)). Click on "Current Contracting Opportunities", listed under University Medical Center, locate the appropriate document in the list of current solicitations.

A non-mandatory Pre-Bid Conference will be held on **Monday, August 16, 2010 at 10:00 am**, in Engineering Conference Room, (northeast corner of building near front entrance, 1800 West Charleston Blvd., Las Vegas, Nevada.

Bids will be accepted at the University Medical Center address specified above on, or before, **Friday, August 27, 2010 at 2:00:00 pm** in Trauma Building, Suite 408 and opened immediately following in Conference Room H. Bids are time-stamped upon receipt. Bids time-stamped after 2:00:00 pm will be recorded as late, remain unopened, and will be formally rejected.

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PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:  
Las Vegas Review-Journal  
August 5, 2010

03152 11/13/2010

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ER3152

## HELPFUL BID INFORMATION

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

### INTERNET



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

### PREBID CONFERENCE ATTENDANCE

#### WE WANT YOU!



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

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

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

### NEED ASSISTANCE?



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



## I – INSTRUCTION TO BIDDERS

### BID NO. 2010-24 Elevator Maintenance

#### 1. INTENT OF INVITATION

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

#### 2. DEFINITIONS

- A. **Addendum:** A written document issued by UMC, via Contracts Management Department, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.
- B. **BCC:** The Clark County Board of County Commissioners sitting as the UMC Board of Hospital Trustees.
- C. **Bid (Bidder):** An offer, in response to a solicitation by UMC, to supply goods or services at a specific price and within a specified time period.
- D. **Bid (UMC):** A competitive solicitation by UMC to procure goods or services in accordance with Nevada Revised Statutes (NRS) 332.
- E. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to UMC with the required information for evaluation of the bid, in correct format and sequence. Bid pages are identified herein as "Bid Form" and contain a black line in the right margin.
- F. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- G. **Bidder(s):** A supplier who submits a bid to UMC.
- H. **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.
- I. **CONTRACT/Contract:** Contract documents include the Bidding Documents, SUCCESSFUL BIDDER'S Bid Form, all Addenda, SUCCESSFUL BIDDER'S bonds and insurance and Notice of Award letter.
- J. **Contractor:** Bidder who is the lowest responsive, responsible or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- K. **UMC:** The term used throughout these documents to mean University Medical Center of Southern Nevada.
- L. **F.O.B. Destination:** Designates the title of the goods remain with seller and do not pass to buyer until the buyer takes possession of the goods.
- M. **Governing Body:** Used throughout these documents to mean the Clark County Board of Commissioners sitting as the UMC Board of Hospital Trustees.
- N. **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.
- O. **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.
- P. **Purchasing Administrator:** The UMC Purchasing Administrator or their designee responsible for the UMC Contracts Management Department.
- Q. **Purchase Order:** The formal authorization by UMC for seller to provide goods or services to UMC. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- R. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.

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

3. **TENTATIVE DATES AND SCHEDULE**

Bid Published in Las Vegas Review-Journal	Thursday, August 5, 2010
Non-Mandatory Pre-Bid Conference (10:00 am)	Monday, August 16, 2010
Final Date to Submit Questions	Monday, August 23, 2010
Last Day for Addendums	Wednesday, August 25, 2010
Bid Responses Due (2:00:00 pm)	Friday, August 27, 2010
Estimated Contract Award	September 21, 2010

4. **DESIGNATED CONTACTS**

For questions pertaining to this Invitation to Bid, please call Jim Haining, Purchasing Administrator, telephone number (702) 383-3606 or via email at [jim.haining@umcsn.com](mailto:jim.haining@umcsn.com). After award, the designated contact will be David Brice, Director of Facilities, Facilities Department, telephone number (702) 383-2301.

5. **CONTACT WITH UMC DURING BIDDING PROCESS**

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

6. **PREBID CONFERENCE**

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

7. **ADDENDA AND INTERPRETATIONS**

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

8. **DOCUMENT REVIEW**

Bidders may visit the Contracts Management Department, during normal business hours, to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Public Records" clause in the General Conditions section of this bid. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please the Designated Contact above to schedule your appointment.

9. **PREPARATION OF FORMS**

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

In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the total will be corrected

accordingly. Mathematical errors in the Bid shall be corrected by UMC. If there is no cost for a unit price, the Bidder **MUST** enter "0" or write the words "NO COST".

10. **BID DOCUMENTS NECESSARY FOR SUBMITTAL**

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

11. **SUBCONTRACTOR INFORMATION**

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

If there are any questions regarding **Attachment 1**, please contact the Designated Contact above.

11. **DISCOUNT TERMS OF PAYMENT**

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

Examples:

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

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

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

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

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

12. **DEVIATIONS TO TERMS AND CONDITIONS**

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

13. **DURATION OF OFFER**

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

14. **BIDDER'S REPRESENTATION**

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

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

15. **SUBMISSION OF BIDS**

**All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title.** Bidders are requested to submit one (1) original of the Bid Form and one (1) copy of all requested attachments unless otherwise specified. No responsibility will attach to UMC, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after 2:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR EMAILED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailling instructions for bids:

Hand Delivery

University Medical Center  
Contracts Management  
Trauma Center Building  
800 Rose Street, Suite 408  
Las Vegas, Nevada 89106

Bid No. 2010-24  
Elevator Maintenance

U.S. Mail Delivery

University Medical Center  
Contracts Management  
1800 West Charleston Blvd  
Las Vegas, Nevada 89102

Bid No. 2010-24  
Elevator Maintenance

Express Delivery

University Medical Center  
Contracts Management  
800 Rose Street, Suite 408  
Las Vegas, Nevada 89106

Bid No. 2010-24  
Elevator Maintenance

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

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

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

16. **COST TO PREPARE AND SUBMIT RESPONSE**

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

17. **WITHDRAWAL OF BID**

A. Before Bid Opening

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

B. After the Bid Opening

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

18. **LOWEST RESPONSIVE AND RESPONSIBLE BIDDER**

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

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

19. **REJECTION OF BID**

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

20. **DISQUALIFICATION OF BIDDERS**

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

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

- B. Lack of signature by an authorized representative.
- C. Failure to properly complete the Bid Form.
- D. Evidence of collusion among Bidders.
- E. Unauthorized alteration to content of the Bid Form.
- F. Failure to acknowledge all addenda issued

**21. TIE-BIDS**

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

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

**22. NOTIFICATION OF INTENT TO AWARD**

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

**23. PROTESTS**

- A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Purchasing Analyst, within five (5) business days after UMC issued a "Notification of Intent to Award" letter. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Analyst will issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Purchasing Administrator its written notice of intent to appeal the decision to the BCC. The Purchasing Administrator or their designee will notify the protestor of the date they may appear to present their appeal to the BCC. Protestor MUST submit to the Purchasing Administrator fifteen (15) copies of any documents protestor intends to present to the BCC and all documents MUST be submitted ten (10) calendar days prior to the BCC meeting. The decision of the BCC will be final. The BCC is not required to consider protests unless this procedure is followed.
- B. Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to UMC who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:
  - 1. 25% of the total value of the bid submitted by Bidder filing the notice of protest; or
  - 2. \$250,000
- C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BCC makes a determination on the protest.
- D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BCC has made a determination on the protest and awards CONTRACT.
- E. Neither the BCC nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.
- F. If the protest is upheld by the BCC, the bond posted or other security submitted with the notice of protest must be returned to Bidder who posted the bond or submitted the security. If the protest is rejected by the BCC, UMC may make a claim against the bond or other security in an equal amount to the expenses incurred by UMC because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

24. **METHOD OF AWARD**

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

25. **NOTICE OF AWARD**

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

26. **INITIAL TERM**

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

27. **CONTRACT RENEWAL**

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

28. **CONTRACT EXTENSION**

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

29. **INSURANCE**

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

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

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

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

30. **FAILURE TO MAINTAIN COVERAGE**

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverages required herein, UMC may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. UMC may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.

31. **ANNUAL PERFORMANCE BOND**

Prior to execution of CONTRACT, SUCCESSFUL BIDDER shall furnish an "Annual Performance Bond" in the amount of \$250,000. SUCCESSFUL BIDDER shall pay all premiums and costs of bonds. The performance bond shall be written on the form provided by UMC Attachment 4. SUCCESSFUL BIDDER shall require the attorney-in fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of their power of attorney. The performance bond prepared by an appointed agent of insurance per the provisions of Nevada Revised Statutes Chapter 683A. The performance bond must be issued by a certified surety who is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570, Current Revision) or companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies.

The performance bond for CONTRACT renewal years after the initial CONTRACT term shall be provided to UMC by SUCCESSFUL BIDDER and Surety jointly no less than thirty (30) calendar days prior to the expiration of the previous bond.

If a "Continuation Certificate" or a new performance bond in lieu of a "Continuation Certificate" is not provided as required, UMC may suspend performance immediately following the expiration of the current performance bond with no compensation due to SUCCESSFUL BIDDER and invoke liquidated damages or terminate CONTRACT.

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

32. **LIQUIDATED DAMAGES - INSURANCE / PERFORMANCE BOND SUBMITTAL**

If SUCCESSFUL BIDDER does not provide the insurance or performance bond submittals on or before the 10<sup>th</sup> calendar day, SUCCESSFUL BIDDER will pay over to UMC the amount of \$50.00 per business day as liquidated damages. If SUCCESSFUL BIDDER does not keep the insurance policy or performance bond in effect or allows them to lapse, SUCCESSFUL BIDDER will pay over to UMC the amount of \$100.00 per calendar day as liquidated damages.

33. **ADDITIONAL BUILDINGS OR FACILITIES**

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

34. **COOPERATION BY SUCCESSFUL BIDDER(S)**

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

35. **PRICE ADJUSTMENT REQUESTS**

Prices shall not be subject to change during the initial contract year. Price adjustment requests may be made annually. The first price adjustment request may be made 60 calendar days prior to the 1<sup>st</sup> anniversary of the contract. All price adjustment requests, including suitable proof, shall be submitted, at least 60 calendar days in advance of the anniversary date of the Contract to the University Medical Center, Contracts Management, 1800 West Charleston Boulevard, Las Vegas, NV 89102. Price increases shall not be retroactive. A price adjustment can only occur if the SUCCESSFUL BIDDER has been notified in writing of UMC's approval of the new Price(s). Only one written price adjustment request(s) will be accepted from the SUCCESSFUL BIDDER each year. The reference months/period and indexes to be used to determine price adjustments will be between 14 months prior (using the final index) and 2 months prior (using the first-published index) to the anniversary date of the Contract, using the Price Index specified below.

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

**Consumer Price Index:**

The Consumer Price Index (CPI) – All Urban Consumers, U.S. City Average (Series ID = CUUR0000SA0). The price adjustment per annual request may be the lesser of percent of CPI change for the 12 month period or 3 percent for an increase or decrease.

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

36. **STATE OF NEVADA LEGAL HOLIDAYS**

SUCCESSFUL BIDDER is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31st falls on Friday.

Martin Luther King's Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Nevada Admission Day  
Veteran's Day  
Thanksgiving Day and the Friday After  
Christmas Day  
New Year's Day

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

## II -GENERAL CONDITIONS

### BID NO. 2010-24 Elevator Maintenance

1. **ASSIGNMENT OF CONTRACTUAL RIGHTS**

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

2. **AUDITS**

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

3. **AUTHORITY**

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

4. **BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION**

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

5. **UMC'S PROPERTY**

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

6. **COLLECTION AND PAYMENT OF SALES TAX**

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

7. **COLLUSION AND ADVANCE DISCLOSURES**

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

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

8. **CONSUMPTION ESTIMATES**

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

9. **CONTRACT AMENDMENTS**

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



detailing those elements shall be executed by SUCCESSFUL BIDDER and the UMC Chief Executive Officer or their designee.

**10. DISCLOSURE OF OWNERSHIP / PRINCIPALS**

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

**11. DRUG-FREE WORKPLACE**

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

**12. EMPLOYMENT OF UNAUTHORIZED ALIENS**

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

**13. FALSE CLAIMS ACT**

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

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

**14. FEDERAL, STATE, LOCAL LAWS**

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

**15. FISCAL FUNDING OUT**

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

**16. FORCE MAJEURE**

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

17. **GOVERNING LAW/VENUE OF ACTION (GOODS, SERVICES)**

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

18. **GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS**

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

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

19. **INDEMNITY**

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

20. **INVOICING**

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within sixty (60) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 UMC shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date SUCCESSFUL BIDDER provides goods, performs services, or provides deliverables or milestones.

All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state, and zip code)
- C. Telephone Number
- D. Contact Person
- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. Clark County Purchase Order Number
- G. Company's Tax Identification Number
- H. Bid Number
- I. Itemized pricing and total amount due (excluding Sales and Use Tax)
- J. Percentage Discounts/ Payment Terms (if offered)
- K. Company's Invoice Number

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

21. **INVOICE AUDITS**

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

22. **NON-DISCRIMINATION**

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that UMC has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, age, disability, national origin, or any other protected status, UMC may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

23. **NON-ENDORSEMENT**

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

24. **NON-EXCLUDED HEALTHCARE PROVIDER**

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

25. **OUT OF STATE SUPPLIERS**

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

26. **PARTIAL PAYMENTS**

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

27. **PATENT INDEMNITY**

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

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

28. **PUBLIC RECORDS**

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

29. **PURCHASE ORDERS**

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

30. **RIGHT OF INSPECTION AND REJECTION**

All goods and services purchased under this bid will be subject to inspections, tests and approval/acceptance by UMC. It is acknowledged that many of the goods contained in closed packages may not be inspected until such time as they are used, and that the inspections and rejection rights will continue until those packages are opened and

inspected, notwithstanding prior payment. If specifications or warranties are not met, material and equipment will be returned at SUCCESSFUL BIDDER'S expense. Nonconforming goods may be returned to SUCCESSFUL BIDDER freight collect at which time risk of loss will pass to SUCCESSFUL BIDDER upon UMC'S delivery to common carrier or retrieved by SUCCESSFUL BIDDER at which time risk of loss will pass to SUCCESSFUL BIDDER at time of retrieval.

31. **SEVERABILITY**

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

32. **SUBCONTRACTS**

Services specified in CONTRACT shall not be subcontracted by SUCCESSFUL BIDDER, without the written approval of UMC. Approval by UMC of SUCCESSFUL BIDDER'S request to subcontract or acceptance of or payment for subcontracted work by UMC shall not in any way relieve SUCCESSFUL BIDDER of responsibility for the professional and technical accuracy and adequacy of the services performed. SUCCESSFUL BIDDER shall be and remain liable for all damages to UMC caused by negligent performance or non-performance of services performed under CONTRACT by SUCCESSFUL BIDDER'S subcontractor.

33. **SUBCONTRACTOR / INDEPENDENT CONTRACTOR**

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

34. **SUSPENSION BY UMC FOR CONVENIENCE**

1. UMC may, without cause, order SUCCESSFUL BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as UMC may determine.
2. In the event UMC suspends performance of SUCCESSFUL BIDDER for an aggregate period in excess of sixty (60) calendar days, SUCCESSFUL BIDDER shall be entitled to an equitable adjustment of the compensation payable to SUCCESSFUL BIDDER under this Bid to reimburse SUCCESSFUL BIDDER for additional costs occasioned as a result of such suspension of performance by UMC. Equitable adjustment shall be based on appropriated funds and approval by UMC.
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

35. **TAXES**

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

36. **TERMINATION FOR CAUSE**

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

37. **TERMINATION FOR CONVENIENCE**

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

38. **TITLE AND RISK OF LOSS**

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

39. **USE BY OTHER GOVERNMENT ENTITIES**

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

40. **WARRANTY**

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

### III - SPECIAL CONDITIONS

BID NO. 2010-24  
Elevator Maintenance

#### FULL SERVICE ANNUAL REQUIREMENTS CONTRACT FOR ELEVATORS, AND LIFTS

1. FULL SERVICE MAINTENANCE CONTRACT

- a. The full service maintenance contract includes all parts, labor, equipment, supervision, quality control audits, project management, delivery charges, phone call costs, travel, per diem costs, and incidentals unlimited call backs, emergency repairs, unscheduled repairs, and Holiday emergency repairs.
- b. Contractor shall provide preventive maintenance consisting of examinations, cleaning, lubrication, and adjusting of elevators, wheel chair lifts, dumbwaiters and all of the vertical transportation equipment and, as conditions warrant, repair or replace all portions of the vertical transportation equipment included under this contract.
- c. Contractor shall maintain machine rooms, hoist ways and pits in a clean condition.
- d. Contractor is not responsible for maintenance if one of the situations below occurs:
  - i. Repairs required because of vandalism, accident or misuse of the equipment by anyone other than Contractor, its employees, subcontractors, or agents, or other causes beyond Contractor's control except ordinary wear.
  - ii. Repair or replace building items, such as hoist way or machine room walls and floors, hoist way entrance frames, doors and sills, communication equipment, and signal fixture faceplates, underground hydraulic piping and buried jack cylinders.
  - iii. Mainline and auxiliary disconnect switches, fuses and feeders to control panels.
  - iv. External telephone and electrical repair to the HVAC system.
- e. Contractor agrees that, in the event of any vertical transportation equipment related accident of any kind, such as an injury to employee or public, fire, unwanted fire alarm/detector activation, stuck elevator, major mechanical damage/failure during equipment servicing, etc., Contractor will immediately notify the Owner's Representative and thereafter furnish a full written report of such accident.
- f. Time expended on routine service shall consist of examination, minor adjustment, cleaning and lubricating the equipment. Any repairs or replacement of equipment is to be considered as additional time beyond that required for routine service and shall be performed by personnel directly employed by contractor other than technician assigned to preventive maintenance. Provide minimum routine servicing of equipment as follows or more frequently if conditions warrant such.

Equipment Type	Service Frequency	Minimum Time Expended
Gearless Elevator	Monthly	Two (2) Hour
Geared Elevator	Monthly	One (1) Hour
Hydraulic Elevator	Monthly	One (1) Hour

- g. All preventive maintenance, lubrication, cleaning and adjusting shall meet the standards established by the original manufacturer or dictated by the use of the equipment. Contractor will not limit the servicing requirements necessary to maintain this equipment in safe and top operating condition.
- h. Should conditions warrant, Contractor shall immediately repair or replace any and all parts and components of the equipment to maintain safe operating conditions. When such work is determined not to be Contractor's responsibility, Contractor shall notify the Owner's Representative on the same calendar day as correction is required in writing for further action, with the exception of safety or potential safety situation in

which case Contractor shall take immediate corrective action, and provide notification to assigned property Owner's Representative immediately via telephone or written communication.

**2. PERFORMANCE REQUIREMENTS**

- a. Contractor shall ensure that the elevators meet the minimum performance requirements as detailed in Nevada Elevator Code #ASME, ANSI A17.1 or applicable Uniform Building Code and International Building Code:
  - i. Floor-to-Floor Times are measured from the time the doors start to close, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the door is 3/4 open.
  - ii. Door Opening Times are measured from start of car door open until doors are in the fully open position.
  - iii. Door Closing Times are measured from start of door close until hoist way doors are fully closed. Contract times will be that shown as the minimum permitted by Code, or whichever is greater.
- b. Start-To-Stop Times: Based on a typical 12'-6" floor height.
  - i. Gearless Elevators: 4.5 to 5.0 seconds
  - ii. Geared Elevators:
    - a) 200-300 FPM: 6.5 to 7.0 seconds
    - b) 350-450 FPM: 5.5 to 6.0 seconds
  - iii. Hydraulic Elevator: 12.0 to 13.0 seconds
- c. Door Open Times: Based on Standard Steel Doors, 8'-0" Maximum Height.
  - i. 3'6" Center Opening: 1.6 to 2.2 seconds
  - ii. 4'0" Center Opening: 2.0 to 2.5 seconds
  - iii. 4'0" Two-Speed: 2.8 to 3.3 seconds
- d. Door Standing Times:
  - i. Car Call: 5.0 to 6.0 Seconds
  - ii. Hall Call: 5.0 to 8.0 seconds
- e. Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by Code.
- f. Additional Operating Characteristics:
  - i. Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps.
  - ii. Full speed riding shall be without swaying or vibration.
  - iii. Elevator and door operation shall be quiet with smooth checking at the extremes of travel.
  - iv. Door pressure shall be maintained below thirty (30) pounds in the closing and not exceed kinetic energy forces stipulated in the code.
  - v. Maintain code clearances between step and skirt panel.
  - vi. Contractor shall check and maintain all phones in elevators each month to ensure phones are operational.
  - vii. Elevators and associated components shall be maintained to manufacturer's specifications and requirements.
  - viii. Contract speed of all elevators, dumbwaiters and lifts, and brake to brake flight times shall be maintained as originally designed.
  - ix. Leveling accuracy of all elevators shall be maintained at all times.
  - x. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times under normal operation.
  - xi. Variable car and hall door hold open times shall be maintained in accordance with original design. Deviations from this will not be permitted.
  - xii. Elevators operating under group supervisory systems shall operate at all times in accordance with original design specifications. Contractor shall be required to periodically test these systems no less than annually and submit to Owner test data indicating performance levels and proof that variable and fixed features are operating properly and all circuits and time settings are properly adjusted.
  - xiii. Emergency fire service operation, telephone communications, emergency car light and alarm bell shall be periodically (minimum monthly) tested to be sure it is functioning properly as required by ANSI A17.1 Elevator Code.

**3. SPECIAL TESTS**

- a. Elevators provided with fire service, derailment devices, seismic switches or other special circuits should be checked once every year or more often if required by applicable law, ordinance or regulation, to make certain that these devices are operating correctly and as designed. Owner's Representative and Contractor shall arrange for mutually acceptable dates to perform the tests. Owner will test the emergency power operation and, if elevator system fails, Contractor shall make corrections and retest.
- b. Contractor shall examine periodically the car safety devices and governors and conduct an annual no load test and shall, during the term of this Agreement, or more often if required by applicable law, ordinance or regulation but no less than every five years, perform one full load, full speed test of the safety mechanism, over-speed governors, car and counterweight buffers. The car balance shall be checked electrically and the governor set. If required, the governor shall be recalibrated and sealed for proper tripping speed. Owner's Representative shall witness these tests and a written report shall be furnished indicating the results of such test. All testing shall conform to the requirements of ASME A17.1 and/or local code testing requirements. Install test tags indicating type of test and date.
- c. Hydraulic elevators shall have a load test performed during the term of this Agreement or more often if required by applicable law, ordinance or regulation but no less than every five years. The report shall conform to the requirements of the local authority with the test witnessed by Owner's Representative.
- d. Create a form for each car describing tests and deliver a signed copy to Owner's Representative after a successful test has been concluded. This form will also describe any malfunctions along with any corrective action.
- e. Contractor shall provide to Owner for review and acceptance upon date of commencement of contractual responsibilities a chart or spreadsheet listing all vertical transportation units as listed within contract. Chart shall denote all vertical transportation units with adherence to all applicable laws, codes, ordinances, regulations or local applicable code requirements for testing. Date of last test and future dates associated with testing to be completed during length and terms of contract with Owner. Chart or spreadsheet shall denote type of equipment and type of testing to be performed, monthly, annual or five year testing.
- f. All testing shall be performed during regular hours of the elevator industry. At Owner's sole discretion testing shall be performed during or after normal hours of the elevator industry so as not to inconvenience building operations, patrons, guests or normal activities within property. All testing performed during after hours of the elevator industry shall be performed at no additional cost to Owner.

**4. HOUSEKEEPING**

- a. Within the first three (3) months this Agreement is in effect, Contractor shall provide Owner with a work plan that details how they will thoroughly clean all elevator hoist ways, pits, car tops, controller interiors including filters and machine rooms. In addition, during the same period of time, all car and hoist way door tracks, hangers, interlocks and closers shall be cleaned, lubricated and adjusted. Continuing cleaning must be on going and at the following minimum intervals or sooner where conditions warrant.
  - i. Quarterly: Car tops, pits and machine rooms
  - ii. Semi-Annually: Hoist ways and door equipment
- b. The exterior of the machinery and any other parts of the equipment subject to rust shall be properly painted and presentable at all times. The motor windings and controller coils are to be periodically treated with proper insulating compound. Contractor shall keep the elevator machinery rooms clean.
- c. Contractor shall promptly remove all debris such as wiping rags, empty oilcans, trash from pits, etc., resulting from this work.

**5. STOCK OF MATERIALS**

- a. Contractor shall keep in each machine room, or in an area located on Hospital premises, an adequate supply of contacts, circuit boards, rectifiers, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses and other parts which are required for immediate replacement together with an adequate supply of lubricants and wiping rags. All supplies shall be stored in metal cabinets or shelves furnished by Contractor. Use closed metal containers for oily rags.
- b. In addition, keep on the premises or in a warehouse within fifty (50) miles of Hospital or reasonable obtainable within twenty-four (24) hours.



- i. One (1) set of motor brushes and holders for each type of motor and generator.
  - ii. One (1) door operator motor of each type used.
  - iii. Hanger sheaves for car and hoist way doors.
  - iv. Two (2) complete door interlocks.
  - v. One (1) set of generator bearings for each type of generator.
  - vi. One (1) set of brake linings for each type of brake.
  - vii. Parts for door protective devices.
  - viii. Power supplies.
  - ix. Coils, relays, motor brushes and all other parts as needed to assure prompt replacement in the event of the shutdown of any elevator.
  - x. SCR drive components.
  - xi. One (1) spare printed circuit board of each type installed.
  - xii. Cylinder head packing and pump motor belts.
- c. Upon expiration of this contract between Owner and contractor, all spare parts as listed on inventory sheets, parts as have been retained on site one hundred eighty (180) days prior to contract expiration for required preventive maintenance and on site at time of contract expiration shall be retained on premises and shall become the property of Owner. Spare parts, cabinets, wiring diagrams, adjusting materials, manuals, diagnostic tools and parts manuals shall be listed, denoting quantities, location within each property, and provided to Owner.
- d. Inventory sheets shall be updated quarterly by Contractor and provided to Owner.

**6. WIRING DIAGRAMS**

Contractor shall maintain a complete set of all wiring diagrams for the equipment covered under this Agreement and stored in their respective machine rooms. All changes in circuitry made by Contractor shall be properly recorded on Owner's and machine room copies of diagrams including date of change and name of person making same. The wiring diagrams are the property of Owner and are to remain in their respective machine room.

**7. SCHEDULES AND RECORDS**

Contractor shall provide a work plan/schedule for each machine room consisting of the following:

- a. The following preventive maintenance frequency and task lists are not inclusive of all required maintenance points for the variety of equipment available throughout the elevator industry. These maintenance frequency and task lists are designed to be examples of the preventive maintenance quality level required by this Special Conditions. Contractor is required to submit specific preventive maintenance frequency and task lists for each type of equipment prior to commencement of contract for approval by Owner.
- b. Work plans/schedules shall be designed for each type of equipment to be serviced, such as gearless, geared elevators, hydraulic elevators, handicap lifts, etc., and shall conform to the manufacturer's recommended practice for the particular piece of equipment concerned. They shall show the kind and frequency of service and lubrication proposed by Contractor for the duration of the Agreement.
- c. All inspections, lubrication, adjustments, tests, cleaning, routine repairing and other preventative maintenance activities shall be performed in accordance with schedules submitted by Contractor.
- d. Schedules posted shall be of the chart type, which shall be initialed by the service technician when each scheduled inspection is performed.
- e. Contractor shall also maintain an accurate and complete log of all work performed in addition to routine service at each location. These logs shall include call back service describing the nature of all complaints and their resolution. The logs shall be kept in the equipment rooms at each location. In addition to the specified machine room log, Contractor's workmen or supervisor shall log in and out of each facility/building on each and every visit. This includes, but is not limited to, routine maintenance, trouble calls, repairs and supervisor's visits. These logs will remain the property of Owner.
- f. All forms, charts and spreadsheets required for the above plans/schedules, monthly work sheets and call back records shall be reviewed and accepted by Owner prior to awarding to Contractor.

8. **REPORTS**

- a. **Monthly Reports:** Contractor shall meet with and submit the following reports to Owner or Owner's Representative no later than the 7<sup>th</sup> day of the month following the month that the work was performed. Failure to provide such reports shall be considered breach of contract and cause for cancellation or non-payment for the month's activities.
  - i. **Activity Report:** An overview of the month's routine maintenance activities identifying the overall condition of the equipment, areas of concern, problematic conditions, usage of the equipment that may reduce the longevity of major components and recommendations for any corrective actions that may be outside the scope of this Agreement.
  - ii. **Trouble Call Report:** A detailed report of all trouble calls that occurred during the month that identifies the building and equipment number, the time and nature of the call, who placed the call, the time Contractor arrived in answer to the call, the condition of the equipment upon arrival, work performed to correct the condition and the time Contractor departed. This report shall identify if the callback was covered under the terms of this Agreement or if it was an additional billable call due to vandalism.
    - A. Contractor to provide at monthly meeting original copies of all prior monthly contractor invoices for review before submission for payment. Provide a complete review of each contractor's billable invoice. All invoices for additional services or services as covered within this agreement shall be reviewed, accepted or denied and acknowledged for payment prior to delivery by contractor to respective accounts receivable account representative.
  - iii. **Test and Inspection Reports:** A summary report of all equipment receiving special tests during the month with a detailed back up of the test results. This includes, but not limited to, fire service testing, safety testing, hydraulic pressure tests, standby emergency power testing and safety inspections performed by the local enforcing authorities.
- b. **Supervisors Reports:** At the end of each six-month period, but no later than seven (7) working days beyond the period, Contractor's supervisor shall meet with and submit the following information in a report to Owner or Owner's Representative. Failure to provide such report shall be considered breach of contract and cause for cancellation or non-payment for the six (6) month period activities.
  - i. Evaluation of the overall preventative maintenance being performed by Contractor's employees.
  - ii. Confirmation that supervisor visited each piece of equipment; reviewed machine room maintenance logs and signed such.
  - iii. Report on the planned activities and schedules over the next quarter with regard to repair work that will be required causing equipment to be removed from service.
  - iv. Any recommendations that will improve the overall operation or extend the remaining useful life of the equipment.

9. **PREVENTIVE MAINTENANCE REPORTS:**

- a. Contractor shall provide at Owner's approval, preventive maintenance reports via electronic e-mail or online system. Owner, Facility Manager or Owner's Representative shall be provided with an identification number and Contractor shall allow access to Contractor's electronic media for Owner to retrieve all records of respective contract and properties. The report shall include the following at a minimum:
  - 1. Property Name and Address.
  - 2. Equipment listed individually with equipment identification number.
  - 3. Description of equipment.
  - 4. Sales Representative and Preventive Maintenance Technical name and phone number.
  - 5. Scheduled list of preventive maintenance procedures and processes, for equipment room, machine as applicable, controller, hoist way, pit, car top, car interior, car bottom for month on a per individual piece of equipment.
  - 6. List of all preventive maintenance procedures and processes performed. Lists shall denote both as completed maintenance items and percentage (%) of scheduled items completed. List shall reflect preventive maintenance processes and procedures not performed and explanation as to resolution.
  - 7. Graph or sheet denoting amount of time in percentages (%) that each piece of equipment was operational during operational period.

8. Graph or chart denoting amount of time in percentages (%) and hours that each piece of equipment was non-operational during operational period.
9. List of all trouble calls: Name of individual whom placed call, time call was received, time service technician was dispatched. Time service technician arrived at property, diagnosis of trouble found, report of solution to correction of trouble, total amount of time service technician was at property and time service technician left property.
10. Report all parts usage during the month on a per piece of equipment basis.
11. Provide copies of all invoices for parts purchased as standard vertical transportation maintenance inventory, replacement parts and emergency repair parts.

Electronic reporting shall not dismiss or replace the monthly meeting and reporting by assigned sales representative, service technician and supervisor

10. **TIME SHEETS**

Each time an elevator is serviced, inspected, repaired, etc., whether emergency or regular, a report on an approved form shall be submitted to Owner's Representative within three (3) working days, via fax, following the service work. Nights, holidays, and weekend's service reports are to be submitted within three (3) working days. The time sheet or ticket shall include the date the work was performed, a description of the work performed, and the elevator number the work was performed on, along with the building name and number. If Contractor uses an electronic visit report, Contractor must within three (3) days provide a hard copy of the report via fax or mail. Acceptance of work is subject to approval by the Owner's Representative. Signing of daily work reports is not considered approval.

11. **PERFORMANCE GUARANTEE & RESPONSE REQUIREMENTS**

- a. Contractor shall maintain an adequate stock of replacement parts to ensure prompt repair of any malfunction of the equipment and return to service. If any equipment is out of service for longer than two (2) consecutive business days for a non-scheduled repair, the monthly maintenance cost of that unit will be credited to the next monthly billing. A scheduled repair consists of repairs required as part of routine preventative maintenance such as replacing hoist ropes, cylinder head packing and so forth, but not a repair that is caused by the lack of preventative maintenance. All repairs shall be pre-scheduled in writing.
- b. Contractor shall respond verbally to Owner's request for service within thirty (30) minutes.
  - i. For emergencies such as a person being stranded in an elevator (entrapment) or injury-related calls, Contractor must report within thirty (30) minutes to the building where the malfunctioning elevator is located and one (1) hour for other emergency repairs.
  - ii. For non-emergency calls, Contractor must respond on-site within two (2) working hours and be diligently working on the equipment.
- c. If three (3) or more callbacks on the same unit for the same problem are experienced during thirty (30) consecutive days, the monthly maintenance cost of that unit will be credited to the next monthly billing. No penalty shall be assessed if the damage is caused by vandalism.
- d. Contractor must notify Owner immediately if elevator shall be non-operational for a continuous 8-hour period, during a normal workday, from 8:00 a.m. to 5:00 p.m., Monday through Friday. Owner shall provide verbal or written authority to proceed.
- e. Normal workdays shall consist of Monday to Friday and constitute any eight (8) hour period starting at 6:30 am and ending at 4:30 pm. Owner may allow changes to these working hours at Owner's sole selection and upon review with Contractor. Calls placed to Contractor's office during the hours of 6:30 am to 4:30 pm shall be considered a normal trouble call and trouble call shall be performed per normal conditions of contractual agreement. No after hours overtime billings or additional costs shall be absorbed by Owner for any trouble calls originated by Owner to contractor's office during the hours of 6:30 am to 4:30 pm.
- f. All work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to UMC.
- g. Contractor shall pay for the overtime of all UMC'S agents and employees who, as a result of the Contractor's operation, are required to perform inspection, surveying or testing beyond the normal hours, as specified above, and during legal holidays of UMC, as specified above. Should Contractor elect to work on a holiday, and needs UMC to inspect, Contractor shall prearrange inspection by written request at least forty-eight (48) hours in advance.
- h. Contractor shall not be required to pay for the overtime of UMC'S agents and employees if such hours are required by the work of Contract.

12. **LIQUIDATED DAMAGES**

If Contractor fails to perform as specified in these Specifications, liquidated damages in the amount of \$500 per calendar day, plus state penalties, will be assessed in addition to any additional penalties stated in the Special Conditions.

13. **CONTRACTOR'S REPRESENTATIVE**

Contractor shall appoint one specific liaison (Service Representative) to interface with Owner.

14. **LAWS AND REGULATIONS**

- a. Contractor is required to be staffed, licensed, and meet qualifications at time of Bid Opening.
- b. This Contract shall be interpreted in accordance with the laws of the State of Nevada. Contractor shall comply with National Elevator Code A17.1 and Uniform Building Code latest editions and supplements (per the requirements of the National Elevator Industry, Inc.)
- c. In the performance of this contract, Contractor agrees he/she will abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed.
- d. Contractor shall make periodic tests and maintenance inspections of all elevator equipment as required by current applicable safety codes for elevators, dumbwaiters, escalators and moving walks. Written reports of said tests shall be submitted to Owner, Facility Manager, Operations and Maintenance Supervisor and, in the case of running safety tests, prior notification shall be given so that Owner, Maintenance and/or Operations Supervisor may witness said test or tests.
- e. Contractor shall not be required under this Contract to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, subsequent to the date of this contract, unless compensated for such installation and instructed by Owner.

NOTE: References to existing laws, codes, rules and regulations means those in existence at the time of the Bid Opening. Should there be changes during the period of the contract or the renewal options, Contractor will be expected to comply and abide by the new changes. Compensation to Contractor may be adjusted through the escalation process.

15. **OWNER'S RIGHTS TO INSPECT AND REQUIRE WORK**

- a. Owner reserves the right to make inspections and tests whenever necessary to ascertain that the requirements of this agreement are being fulfilled. Deficiencies noted shall be promptly corrected within 10 days of notification at Contractor's expense.
- b. Contractor shall correct all deficiencies within ten (10) day of notice. If Contractor fails to perform the work required within the ten (10) days, Owner may perform or cause to be performed all or any part of the work required and Contractor will reimburse Owner all actual costs incurred as a result of Contractor's non-performance. Owner, at its election, may deduct these costs from any sum owing to Contractor. The utilization of this section does not constitute a waiver by Owner or a breach of any provision of this Contract, nor will a waiver by Owner of a breach of any provision of this Contract by Owner be construed as a waiver of any subsequent breach of Contractor.

16. **CONSULTANT**

Contractor is aware that Owner may employ an independent elevator consulting firm to perform the following work:

- a. Perform current condition review of each elevator included under the terms of this Contract.
- b. The results of those reviews would then be submitted to Contractor for its action.
- c. Owner expects Contractor to perform all corrective measures and/or repairs required or that may cause those corrective measures and/or repairs to be performed within thirty (30) business days after receipt of consultants report.

17. **CORRECTION AND/OR REMEDY OF STATE INSPECTOR'S CONDITIONS**

Contractor must correct and/or remedy all conditions reported by State Inspectors within fifteen (15) calendar days of receiving the report and must provide Owner with a written report of action taken within forty-eight (48) hours of completing the remedied work.

18. **CONTRACTOR EMPLOYEE BADGING**

After award of contract, Contractor shall provide Owner with a list of the names of all personnel who will be working at Owner's facilities, including all of Contractor's owners and officers.

After Owner has reviewed and approved the personnel list, Contractor shall be responsible for supplying all personnel accessing Owner's facilities with a UMC Vendor Identification Badge which shall be worn in a visible place on the person at all times when on Owner's property. Some facilities may require Contractor's employees to swipe their badges for access. Contractor shall be responsible for obtaining new UMC Vendor Identification Badge(s) for any new employee that will be assigned to accessing Owner's facilities. The same protocol for approval applies. Contractor's employees no longer assigned to perform services shall surrender their identification badge for immediate return to Owner for deactivation. Contractor shall be responsible for all fees associated with obtaining the badges.

Should Contractor not adhere to the above security requirements, Owner may terminate contract immediately. Any Contractor's employee(s) accused, arrested and/or found guilty of removing Owner's property without prior consent of Owner shall be immediately removed from performing services under this contract and could cause Contractor's contract to be terminated.

19. **PROHIBITED ACTIVITIES WHILE ON OWNER'S PROPERTIES**

The activities prohibited by Contractor's employees during performance of services include but are not limited to the following: using Owner's property and equipment (coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, computers, printers, fax machines, copy machines, etc.); eating Owner's employees' food from the break rooms or elsewhere; placing personal or business, long distance and directory assistance phone calls on Owner's telephones; being under the influence of or use of alcohol or drugs while on Owner's property; or concealment of a firearm or any dangerous weapon which is in direct violation of Owner's rules and regulations.

20. **CHECKING IN AND OUT OF BUILDINGS**

a. Contractor's personnel shall report to the Facilities Department and shall sign in and out when entering and performing any maintenance, service or repair on an elevator system (if procedures are not followed, UMC may impose a fee of \$100.00 for each occurrence) When leaving the building, the Contractors personnel shall provide a time or job ticket to the Owner's Representative. After 4:30 p.m. weekdays and on weekends and holidays, personnel shall contact the maintenance Duty Engineer. This requirement applies to regular maintenance, repairs and callbacks. The ticket must include, but not limited to, the following information:

- Names or names of personnel performing work.
- Date.
- Elevator worked on (a separate ticket will be required for each elevator).
- Description of the exact work performed.
- Parts used.
- Time spent on each elevator.

At time of check-in, the Owner shall provide Contractor's personnel with a list of any reported problems requiring the Contractor's attention.

b. Contractor's access to the work area will be permitted only through approaches which will be designated by Owner, and then only in such manner that Contractor's traffic will minimize interference with Owner's operations. Contractor shall, at all times, maintain free unimpeded ingress and egress at the site. Contractor's personnel are not to enter into any areas of the jobsite other than work areas and areas of designated access.

21. **KEYS / ACCESS CARDS**

Contractor shall have full responsibility for protection of all keys / access cards furnished to Contractor and/or Contractor's employees. Contractor shall also be responsible for ensuring that Owner's facilities are properly secured upon completion of performance of service, if such action is directed by Owner's representative. Contractor shall be required to sign Owner's form before the key(s) / access card (s) are issued and upon completion of the contract or at Owner's request shall surrender key(s) / access card(s) and obtain documentation of compliance.

**22. EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY**

- a. Contractor agrees that skilled, experienced, elevator service, examiners, service adjusters, repair crews shall perform all work, and repairmen directly employed and supervised by Contractor. Any and all employees performing work under this contract shall be satisfactory to Owner. Employees should have a minimum of four (4) years elevator maintenance experience on similar elevator systems. Bidders shall provide resumes of employees assigned to this contract upon request after bid award.
- b. Contractor's employees shall be thoroughly trained in the maintenance, repair, and adjustment of the varying types of equipment included in this agreement. Maintenance and repair service workers shall attend ongoing technical training programs, on-the-job training programs, and safety training programs administered by Contractor.
- c. Owner may request at any time certification and documentation for any of Contractor's employees.
- d. Contractor shall have a minimum of three (3) qualified service technicians.

**23. SUBCONTRACTORS**

Services specified in this contract shall not be subcontracted by Contractor. Approval by Owner of Contractor's request to subcontract or acceptance of or payment of subcontracted work by Owner shall not in any way relieve Contractor of responsibility for the professional or technical accuracy of the service performed. Contractor shall be and remain liable for all damages to Owner caused by negligent performance or non-performance of services performed under this contract by Contractor's sub-contractor.

**24. UNIFORM OR ID BADGES**

Contractor's employees shall be required to wear distinctive identification (uniform and photo badge) of a type selected by Contractor's and approved by Owner.

**25. REMOVAL OF EMPLOYEE**

Owner reserves the right to request removal of any employee upon submitting either a verbal or written request to Contractor, should such action be considered to be in the best interests of Owner.

**26. PRORATION**

No prorating of any equipment shall be allowed under the terms of this contract. If Contractor believes that any components of the equipment requires or will require repair or replacement during the term of this agreement, it shall include the cost of that repair and/or replacement under the terms of this agreement.

**27. ADDITIONAL BILLING RATES**

- a. Whenever Owner makes a request for work not specifically covered by the terms and conditions of this Contract, Contractor will be limited to the labor rates and material mark-up listed on the Bid Form. Owner will only pay the actual rates for the actual hours worked on the job for each approved project.
- b. Owner will not be invoiced for any additional cost of any kind without prior approval of Owner.

**28. ADDITION OR DELETION OF ELEVATORS**

- a. New elevators, which will be coming out of their warranty period, may be added to this contract.
- b. Elevators pursuant to other construction contracts may be deleted from or added to this maintenance contract upon the expiration of the warranties with notice.

**29. SAFETY REQUIREMENTS**

The safety of Contractor's employees or representatives and others in or around the area of repairs or maintenance is the responsibility of Contractor. Contractor, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. Owner 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 Owner, Owner's Representative assigned to property. If barricades are needed to insure safety, Contractor shall provide them at no cost to Owner.

30. **TRAINING:**

Contractor shall provide operator training on all listed equipment as requested by Owner. Contractor shall provide comprehensive operator training through a nationally recognized and/or certified program to two (2) of Owner's employees. Employees attending training are to be selected and determined by Owner. Training shall be comprehensive, hands on, consisting of formal classroom training. All training shall be performed by factory certified technicians assigned to Contractor.

31. **CONSEQUENTIAL DAMAGES:**

All requirements for repairs, replacements of parts or components or adjusting shall be performed per Special Conditions and/or Service Specifications.

In the event Contractor fails to perform repairs, replacements or adjustments immediately to worn or damaged parts, components, or any part of elevator, lifts or escalators and the failure to perform results in damage to Owner's property. Contractor shall be responsible for all cleaning and repairs in accordance with current laws, codes and regulations to Owner's property.

32. **CALLBACK SERVICE**

For the purpose of this specification, a "callback" is a request from Owner to Contractor, requesting Contractor to go to a specific elevator to correct any elevator problem and/or condition, which in Owner's opinion needs attention before Contractor's next scheduled preventive maintenance visit. Lamp and Signal Replacements shall be performed during regular maintenance visits.

- a. Additionally, a "callback" is work which can ordinarily be performed by one person working alone at the job site for a period of time not exceeding two hours.
- b. Work required in excess of the basic two hours and/or which requires a second person shall be considered "Repair" work and shall be governed by the "Repair" provisions and specifications set forth in this specification.
- c. Callback service during regular working hours: (6:30 AM – 4:30 PM)
  - i. Contractor shall, without additional charge to Owner provide callback service during Contractor's regular working hours. Contractor shall respond to a callback within thirty (30) minutes for entrapments and one (1) hour for other emergency repairs of the time reported to the Contractor.
- d. Callback service during overtime working hours:
  - i. Should Owner's Representative request Emergency callback service outside of the normal working hours, Contractor shall respond to an overtime callback within thirty (30) minutes for entrapments and one (1) hour of the time reported to Contractor. Contractor shall be compensated in accordance with the Time and Material rates. Repeat callbacks (previously responded to during normal working hours) causing entrapments outside of normal working hours will not be charged.

33. **BILLABLE HOURLY RATES FOR (FULL-COVERAGE EXEMPTION, REPAIR, ETC) SERVICES**

All labor rate line items in the Bid form are for the purposes of securing labor rates by which Contractor shall supply quotes for any services defined herein as outside of Contractor's responsibility or control under Contract. All material quoted for these services shall be at a fixed rate of ten (10) percent above Contractor's cost. Contractor shall present their purchase invoice for all materials listed in Contractor's invoice. All labor quoted for these services shall be for actual time only. No minimum billing for labor or travel time shall be allowed.

34. **DAMAGE TO UMC PROPERTY**

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

35. **CONTRACT PERFORMANCE CUSTOMER SURVEY**

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

## IV - SERVICE SPECIFICATIONS

BID NO. 2010-24  
Elevator Maintenance

### ANNUAL SERVICE REQUIREMENTS FOR FULL SERVICE ANNUAL CONTRACT FOR ELEVATORS AND LIFTS

#### 1. SCOPE OF MAINTENANCE

- a. This specification provides for complete maintenance coverage including examinations, cleaning, painting, lubrication, adjusting, parts replacement, repairs, and testing on all parts of the elevator equipment including, but not limited to, machines, worms, gears, traction cables, compensation cables/chains and governor cables, thrust bearings, seals/gaskets, drive sheaves, sheave bearings, brake pulleys, brakes, brake coils, linings, motors, field coils, solid state motor drive units, tachometers, encoders, controllers, selectors, relays, contacts, PC boards and solid state devices, CRT/monitors, keyboards, computers, transformers, resistors, hydraulic pump unit, hydraulic oil, motor, belts, pump, valves, solenoids, mufflers, above ground oil lines, bearings, all related control equipment and car and hoistway sills due to improper maintenance of or replacement of door gibs.
- b. It also includes safety governors, governor sheaves, car safeties, deflector and secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails (clean and align as required), limit switches, guide shoes (slide and roller), door operators, linkages, belts/chains, car and hatch door hangers, relating devices, contacts, interlocks, auxiliary door closing devices, safety edges, detector edges, photo eyes, alarm bells, buzzers, main and auxiliary car operating panels, hall pushbutton stations, signal fixtures, directional hall lanterns, position indicators, lamps, LED illumination, fans, blowers, emergency lights and emergency fire service equipment located in the Fire Command Center. The Contractor shall change car lighting bulb when furnished by the Manager during preventative service visits, car frames, platforms, and all other elevator related devices, except for the following:
  - i. Car, light diffusers, fluorescent tubes and fluorescent ballasts except enclosures including removable panels, door panels, plenum chambers, hung ceilings installation of tubes and ballasts, handrails, mirrors, carpets, and tile flooring, hoistway enclosure, door panels, frames and sills.

#### 2. SCHEDULED MAINTENANCE

- a. All preventive maintenance performed by Contractor shall be scheduled elevator by elevator prior to commencement of the contract and subject to final approval of Owner.
- b. The preventive maintenance schedule, as prepared by Contractor, shall show building name, elevator serial numbers, examination frequency, examination hours and be keyed to a preventive maintenance schedule prepared for the specific equipment covered by this specification. Minimum elevator maintenance requirements are outlined in this specification.
- c. Preventative maintenance service or repairs for the Trauma building elevators (T-1 and T-2) that will remove both elevators the elevator from service for extended periods of time without the ability to restore one (1) elevator to service within five (5) minutes during emergency situations will be performed outside normal working hours as approved by Owner.
- d. Examine: Contractor shall examine the equipment on a regular interval as set forth in this specification.
  - i. When, as a result of an examination, corrective action is found to be the responsibility of Contractor, Contractor shall proceed immediately to make (or cause to be made) replacements, repairs and corrections. When such work is determined not to be Contractor's responsibility, a written report, signed by Contractor, shall be delivered to Owner for further action.
  - ii. Items of an emergency nature shall be communicated to Owner immediately and followed up in written form.
  - iii. Examinations of the equipment shall follow the basic procedures recognized by the elevator service industry.
- e. Clean: Contractor shall clean all of the elevator equipment as well as car and hoistway door sills and grooves, elevator equipment rooms, pits, and hoistway rail equipment. Cleaning of the equipment shall occur at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life



of the equipment. Hoistway cleaning shall be performed annually. Minimum interval shall be as set forth in this specification.

- f. Paint: Contractor shall paint the elevator equipment at intervals frequent enough to maintain a professional appearance, prevent rusting, and preserve the equipment. All paint shall be suitable for the purpose intended and be of a high quality. Application of the paint shall, in all circumstances, comply with applicable local codes and/or current ANSI codes.
- g. Lubricate: Contractor shall lubricate all moving parts of the equipment. Lubricants shall be applied at intervals recommended by the equipment manufacturer or as dictated through use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
- h. Adjust: Contractor shall adjust the equipment. Adjustments shall be made as necessary and when the operation of the equipment varies from its normal or originally designed performance standards, as a result of normal wear and use. See Performance Standards.
  - i. Adjustments shall be made by qualified individuals properly equipped with tools and instruments, employed by Contractor. Adjustments shall be made at regular intervals frequent enough to maintain the elevator in optimum operating condition.
  - ii. Parts or assemblies which have worn (or otherwise deteriorated) beyond "normal" adjustment limits shall be replaced as provided for under the "Replace" and/or "Repair" section of this specification.
- i. Replace: Contractor shall, when required, "replace" items covered under the contract during the course of scheduled preventive maintenance when in the reasonable opinion of Owner such replacement will prevent an unscheduled elevator shutdown and/or ensure the continued normal operation of the elevator or which otherwise will extend the useful life of the elevator. All replacements shall be made using original manufacturer's parts or Owner approved equal.
- j. Replacement Parts: To assure the maximum use of elevators and a minimum shutdown time for emergency repairs, Contractor shall be required to have and maintain on the job, in metal cabinets furnished by Contractor, a supply of spare parts sufficient for normal maintenance and repair of the elevators. These spare parts and lubricants shall be equal to or better than original manufacturer's parts.
  - i. Motors, motor drive units, programmable PB Boards, and any other component part must be delivered within five (5) working days.
  - ii. Used parts or parts that are equal to or better than genuine manufacturer's parts are acceptable and will be permitted, without prior approval.
  - iii. Contractor to state, before the signing of contract, any parts claimed to be obsolete. During the term of this agreement, the obsolesces clause can only be invoked, if prior written notice is sent, by certified mail, thirty (30) days prior to the need for replacement.
  - iv. Obsolesces of parts must be mutually agreed to by both parties. Absent agreement of obsolesces, Owner reserves the right to terminate this contract.
- k. Repairs:
  - i. Repairs which are the responsibility of Contractor:
    - A. Contractor shall make repairs to elevator components covered by the agreement. Contractor shall make (or cause to be made) all repairs made necessary due to normal wear and use of the elevator system. Contractor shall be responsible for all cost for labor, materials, expenses, and supplies which occur as a result of the stated repair.
  - ii. Repairs which are the responsibility of Owner:
    - A. Repairs shall be made by Contractor, when approved and authorized by Owner where such repairs are not included in the contract. Contractor shall make (or cause to be made) all repairs made necessary for any reason during the term of the contract. Contractor shall supply all labor, materials, and supplies at Time and Material Rates as specified in the Contract. On completion of all repair work, Contractor shall submit to Owner for payment an invoice detailing the nature of the work performed and related charges.

- B. Prior to any repairs being made by Contractor, Contractor shall submit a written proposal to Owner to obtain formal approval to proceed.
  - C. All invoices for repairs and call out services shall be for actual time only. No minimum billing times for labor or travel time shall be allowed. All invoices reflecting labor for call out services or repairs shall be prorated to the nearest fifteen (15) minute increment.
  - D. Materials are to be billed at cost plus not to exceed ten (10) percent. Invoices shall reflect the breakout of labor and Contractor's cost for material plus allowable percentage mark up.
- I. Perform Periodic Tests: Contractor shall, during regular business hours, perform periodic Safety Tests of the elevator components, including monthly testing of Emergency Fire Service, telephone communications, emergency car light and alarm bell. The periodic tests shall be conducted at the frequency stated in the ANSI A17.2 code and follow the procedures set forth in said code. Test results shall be recorded on forms supplied by or acceptable to Owner. Certified copies of the completed test forms shall be submitted to Owner. Owner reserves the right to witness said tests at its discretion.
- i. Periodic inspections as performed by city, county, state, federal government and/or insurance agencies or representatives are included in this specification. Annual, three (3) year and/or five (5) year full load tests are included.

3. **MAINTENANCE SERVICES TO BE PERFORMED:**

These maintenance frequencies task lists and testing requirements are designed to be minimum examples of the preventive maintenance quality level required by this Service Specification. Contractor is required to submit specific preventive maintenance frequency and task lists for each type of equipment prior to commencement of contract for approval by Owner.

A. **TYPE: GEARLESS PASSENGER AND SERVICE**

1. **Frequency: Each Visit**

- a. Ride each elevator; observe performance, leveling, floor stopping, door opening and closing operations and car operational noises. Make adjustments as required to insure optional performance and ride quality.
- b. Test safety edges, infra-red detectors, door open button, door close button, alarm bell and car operating devices. Make adjustments as required to insure ADA compliance and performance standards.
- c. Check car and hall button operations, check indicator illumination and lantern operations. Replace all illumination and verify ADA compliance of hall lanterns.

2. **Frequency: Monthly**

- a. Clean and inspect machine, controller, selector, motor, motor generator/SCR and governor. Make adjustments as required to maintain optional performance, replace all defective parts to ensure operational condition of equipment.
- b. Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibbs, detectors and/or photo eyes and safety edges. Lubricate and adjust door operator and door accessory equipment.
- c. Inspect and clean hoist way door hangers, interlocks, linkage, pick up assembly, door gibbs, non-vision wing and hoist way switches.
- d. Inspect and clean governor tension sheave, car and counterweight buffers, compensating sheave assembly. Clean pit and check safety plank and travel cable loops.
- e. Clean machine room, check commutators and brushes, clean and adjust controller and selector contacts and relays.
- f. Check car and hall fixture lamps, leveling and floor stops, alarm bell and emergency stop, inspect travel cable. Make adjustments, replace parts as required.
- g. Perform "life safety" review of communication devices, signals and emergency fire service operation. Document review in machine room log.

3. **Frequency: Quarterly**

- a. Inspect rope shackles, car and counterweight guides, TM and Slow Down switches, adjust and lubricate as required, check emergency light.
- b. Check and adjust brake. Inspect and lubricate pivot pins.

- c. Clean and adjust controller and selector components including contacts, relays and timers. Check transformers and rectifiers. Vacuum or brush all controller and selector parts.
- d. Check all safety circuits, verify operational status, with no jumpers attached.
- e. Check selector cables and/or tapes. Lubricate selector drive worm. Inspect selector drive.
- f. Clean, inspect and lubricate governor linkage.
- g. Inspect, rotate and equalize hoist and compensating cables. Inspect cable shackles and fastenings.
- h. Check adjustment of roller/slide car and counterweight guides. Check bearings/liners and fastenings.
- i. Inspect TM, slowdown, leveling and/or limit switches.
- j. Clean and inspect all car and hoist way door contacts and interlocks.
- k. Check and adjust door-closing force. Check, clean and adjust car and hoist way hangar rollers and adjust up thrusts.
- l. Inspect, clean and lubricate door operator bearings and cams, replace as required
- m. Clean and inspect governor tail sheave, compensating sheaves, compensation ropes and hitches and/or compensating chains, guides and hitches.
- n. Clean and inspect car and counterweight buffers. Check buffer oil level and operation. Fill to correct fluid levels with manufacturers recommended fluids only.
- o. Check and adjust tach and encoder drive, hoist motor and run switches. Blow out motor and clean controls.

**4. Frequency: Semi Annual**

- a. Check control and main line fuses, record voltage readings, check motor and motor generator wire connections, overloads, armature clearances and brake cores. Tighten as required.
- b. Check, clean and adjust motor overload devices, resistor and resistance connections.
- c. Check and adjust car safety mechanism and governor rope hitch.
- d. Clean, check and adjust all hoist way and hoist way equipment including guide rails, counterweights, hoist way door hangars, interlocks, closers, headers and related devices. Check all fastenings on guide rails, brackets and entrances. Check traveling cables for chafing, replace as required.

**5. Frequency: Annual**

- a. Drop brake shoes, clean, lubricate and adjust. Flush and replace worm gear oil.
- b. Check all controller and selector terminals. Check and clean all fuse holders.
- c. Check, clean and adjust as required car frame, overhead, car and counterweight sheaves, sills and pit.
- d. Annual lubrication of motor, motor generator and machine bearings, deflector, compound and compensating sheaves and governor tension sheave bearings. Check, clean, tighten and replace all defective parts, components and fastenings.
- e. Perform annual car safety test. Clean, inspect, adjust and lubricate governor and safety mechanisms. Check buffer oil level, fill to correct fluid levels.
- f. Adjust motor control and perform logic systems operation check.
- g. Blow out motor, controllers, and drives.

**6. Frequency: Five year**

- a. Perform full load governor, safety and buffer test or as is due per last full load governor and safety and buffer test date.

**B. TYPE: GEARED PASSENGER AND SERVICE**

**1. Frequency: Each visit:**

- a. Ride each elevator; observe performance, leveling, floor stopping, door opening and closing operations and car operational noises. Make adjustments as required to insure optional performance and ride quality.
- b. Test safety edges, infra-red detectors, door open button, door close button, alarm bell and car operating devices. Make adjustments as required to insure ADA compliance and performance standards.
- c. Check car and hall button operations, check indicator illumination and lantern operations. Replace all illumination and verify ADA compliance of hall lanterns.

**2. Frequency: Monthly:**

- a. Clean and inspect machine, controller, selector, motor, motor generator/SCR and governor. Make adjustments as required to maintain optional performance, replace all defective parts to ensure

operational condition of equipment. Calibrate safety devices in accordance with manufacturer suggested maintenance requirements and repair if needed.

- b. Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibbs, detectors and/or photo eyes and safety edges. Lubricate and adjust door operator and door accessory equipment.
- c. Inspect and clean hoist way door hangers, interlocks, linkage, pick up assembly, door gibbs, non-vision wing and hoist way switches.
- d. Inspect and clean governor tension sheave, car and counterweight buffers, compensating sheave assembly. Clean pit and check safety plank and travel cable loops.
- e. Clean machine room, check commutators and brushes, clean and adjust controller and selector contacts and relays.
- f. Check car and hall fixture lamps, leveling and floor stops, alarm bell and emergency stop, inspect travel cable. Make adjustments, replace parts as required.
- g. Perform "life safety" review of communication devices, signals and emergency fire service operation. Document review in machine room log.

**3. Frequency: Quarterly:**

- a. Inspect rope shackles, car and counterweight guides, TM and Slow Down switches, adjust and lubricate as required, check emergency light.
- b. Check and adjust brake. Inspect and lubricate pivot pins.
- c. Clean and adjust controller and selector components including contacts, relays and timers. Check transformers and rectifiers. Vacuum or brush all controller and selector parts.
- d. Check all safety circuits, verify operational status, with no jumpers attached. Contractor shall calibrate safety devices in accordance with manufacturer suggested maintenance requirements and repair if needed.
- e. Check selector cables and/or tapes. Lubricate selector drive worm. Inspect selector drive.
- f. Clean, inspect and lubricate governor linkage.
- g. Inspect, rotate and equalize hoist and compensating cables. Inspect cable shackles and fastenings.
- h. Check adjustment of roller/slide car and counterweight guides. Check bearings/liners and fastenings.
- i. Inspect TM, slowdown, leveling and/or limit switches.
- j. Clean and inspect all car and hoist way door contacts and interlocks.
- k. Check and adjust door-closing force. Check, clean and adjust car and hoist way hangar rollers and adjust up thrusts.
- l. Inspect door operator bearings and cams, replace as required
- m. Clean and inspect governor tail sheave, compensating sheaves, compensation ropes and hitches and/or compensating chains, guides and hitches.
- n. Clean and inspect car and counterweight buffers. Check buffer oil level and operation. Fill to correct fluid levels with manufacturers recommended fluids only.

**4. Frequency: Semi Annual:**

- a. Check control and main line fuses, record voltage readings, check motor and motor generator wire connections, overloads, armature clearances and brake cores. Tighten as required.
- b. Check, clean and adjust motor overload devices, resistor and resistance connections.
- c. Check and adjust car safety mechanism and governor rope hitch. Contractor shall calibrate safety devices in accordance with manufacturer suggested maintenance requirements and repair if needed.
- d. Clean, check and adjust all hoist way and hoist way equipment including guide rails, counterweights, hoist way door hangars, interlocks, closers, headers and related devices. Check all fastenings on guide rails, brackets and entrances. Check traveling cables for chafing, replace as required.

**5. Frequency: Annual**

- a. Drop brake shoes, clean, lubricate and adjust. Flush and replace worm gear oil.
- b. Check all controller and selector terminals. Check and clean all fuse holders.
- c. Check, clean and adjust as required car frame, overhead, car and counterweight sheaves, sills and pit.
- d. Annual lubrication of motor, motor generator and machine bearings, deflector, compound and compensating sheaves and governor tension sheave bearings. Check, clean, tighten and replace all defective parts, components and fastenings.
- e. Perform annual car safety test. Clean, inspect, adjust and lubricate governor and safety mechanisms. Check buffer oil level, fill to correct fluid levels. Contractor shall calibrate safety devices in accordance with manufacturer suggested maintenance requirements and repair if

- needed.  
f. Adjust motor control and perform logic systems operation check.

6. **Frequency: Five year**

- a. Perform full load governor, safety and buffer test or as is due per last full load governor and safety and buffer test date.

C. **TYPE: HYDRAULIC PASSENGER AND SERVICE**

1. **Frequency: Each visit**

- a. Ride each elevator; observe performance, leveling, floor stopping, door opening and closing operations and car operational noises. Make adjustments as required to insure optimal performance and ride quality.  
b. Test safety edges, infra-red detectors, door open button, door close button, alarm bell and car operating devices. Make adjustments as required to insure ADA compliance and performance standards.  
c. Check car and hall button operations, check indicator illumination and lantern operations. Replace all illumination and verify ADA compliance of hall lanterns.

2. **Frequency: Monthly**

- a. Clean, inspect and adjust power unit, controller and motor. Checks drive belt tension and condition. Replace all worn or defective belts. Repair all gaskets leaks with new gaskets.  
b. Check for leaks and oil level in power unit. Clean power unit oil drip pan. Fill to correct fluid levels, determine source of leakage and repair.  
c. Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibs, detectors and/or photo eyes and safety edges. Lubricate and adjust door operator and door accessory equipment.  
d. Inspect and clean hoist way door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing and hoist way switches.  
e. Clean, inspect and replace as required hydraulic plunger, seals and packing. Check jack oil drip container. Report any excessive fluid levels or leakage to owner.  
f. Check guide rail lubrication drip containers in pit. Clean as required.  
g. Perform "life safety" review of communication devices, signals and emergency fire service operation. Document review in machine room log.

3. **Frequency: Quarterly**

- a. Check motor and pump sheave alignment, re-align as required. Check motor and pump mounting fastenings, tighten as required.  
b. Adjust hydraulic control valve for smooth ride quality. Clean hydraulic control valve strainers. Check hydraulic control valve locking nuts, adjustment screws and mounting fastenings. Tighten as required.  
c. Clean, replace as required and adjust controller components including contacts, relays and timers. Check transformers and rectifiers.  
d. Vacuum or brush all controller parts.  
e. Verify safety circuits operational status, verify no jumpers attached. Contractor shall calibrate safety devices in accordance with manufacturer suggested maintenance requirements and repair if needed.  
f. Check and provide adjustment of roller/slide car guides. Check bearings/liners and fastenings. Adjust or replace as required.  
g. Inspect TM, slowdown, leveling and/or limit switches. Adjust or replace as required.  
h. Inspect and clean hoist way door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing and hoist way switches.  
i. Check door-closing force. Check car and hoist way hanger rollers and adjust up thrusts. Adjust or replace as required.  
j. Inspect door operator bearings and cams, replace as required.

4. **Frequency: Semi-Annual**

- a. Check control and main line fuses, record voltage readings, check motor starter connections and overloads. Tighten or replace as required.

- b. Clean, check and adjust all hoist way and hoist way equipment including guide rails, hoist way door hangars, interlocks, closers, headers and related devices. Check all fastenings on guide rails, brackets and entrances. Check travelling cables for chafing, replace as required.

**5. Frequency: Annual**

- a. Check all controller terminals. Check and clean all fuse holders.
- b. Check car frame, sills and pit. Tighten all loose connections
- c. Annual hydraulic pressure test. Check relief valve seal and tag valve with current test information, date test was performed and performing company name. Adjust as required to provide compliance to local code authorities.
- d. Perform logic systems operation check.

**D. TYPE: HANDICAP LIFTS**

**1. Frequency: Quarterly**

- a. Ride each lift; observe performance, leveling, floor stopping, door opening and closing operations and car operational noises. Make adjustments as required to insure optimal performance and ride quality.
- b. Clean all interlocks and gate contacts.
- c. Check all controller terminals. Check and clean all fuse holders
- d. Verify gate closing tension to assure closure.
- e. Clean all tracks, rollers, slide guides, lubricate as required.
- f. Test safety switches on car gates, car operating panel, bottom and upper travel limit switches.
- g. Verify floor landing is level with car platform level.
- h. Check stop buttons - top and bottom, repair or replace as required.
- i. Check machine oil level if applicable. Fill to correct fluid levels.
- j. Inspect and lubricate drive chains as applicable, tension as required.

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## V - BID FORM

BID NO. 2010-24  
 Elevator Maintenance

Name of Firm

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

Item No.	Name, Location	Type	Service Interval	Quantity	Unit Price	Annual Extended Total
1	IT Building, 1000 Shadow Ln.	Passenger Hydraulic Elevator 3 Landings 3500Lbs. Capacity - 125 FPM	Monthly	12	\$	\$
2	P2, 7 story tower, 1800 W. Charleston	Passenger OH Geared 7 Landings 4500 Lbs. Capacity - 350 FPM	Monthly	12	\$	\$
3	P3, 7 story tower, 1800 W. Charleston	Passenger OH Geared 7 Landings 4500 Lbs. Capacity - 350 FPM	Monthly	12	\$	\$
4	S4, 7 story tower, 1800 W. Charleston	Service OH Geared 7 Landings 4500 Lbs. Capacity -350 FPM	Monthly	12	\$	\$
5	S5, 7 story tower, 1800 W. Charleston	Service OH Geared 7 Landings 4500 Lbs. Capacity -350 FPM	Monthly	12	\$	\$
6	S5A, 7 story tower, 1800 W. Charleston	Service OH Geared 7 Landings 4500 Lbs. Capacity -350 FPM	Monthly	12	\$	\$
7	Lobby 6, South tower, 1800 W. Charleston	Passenger OH Geared 3- Landings 4000 Lbs. Capacity -300 FPM	Monthly	12	\$	\$
8	Lobby 7, South tower, 1800 W. Charleston	Passenger Hydraulic Elevator 3 Landings 4000 Lbs. Capacity -125 FPM	Monthly	12	\$	\$
9	Lobby 8, South tower, 1800 W. Charleston	Passenger Hydraulic Elevator 3 Landings 4000 Lbs. Capacity -125 FPM	Monthly	12	\$	\$
10	Freight 9, West Loading Dock, 1800 W. Charleston	Freight Hydraulic Elevator 2 Landings 12,000 Lbs. Capacity -100 FPM	Monthly	12	\$	\$
11	2040 Bldg 10, 2040 W. Charleston	Passenger OH Geared 6 Landings 2500 Lbs. Capacity -350 FPM	Monthly	12	\$	\$
12	2040 Bldg 11, 2040 W. Charleston	Passenger OH Geared 6 Landings 2500 Lbs. Capacity -350 FPM	Monthly	12	\$	\$
13	2040 Bldg 12, 2040 W. Charleston	Passenger OH Geared 6 Landings 2500 Lbs. Capacity -350 FPM	Monthly	12	\$	\$
14	Trauma T1, 800 Rose St.	Passenger OH Geared 7 Landings 4000 Lbs. Capacity -350 FPM	Monthly	12	\$	\$
15	Trauma T2, 800 Rose St.	Passenger OH Geared 7- Landings 4000 Lbs. Capacity -350 FPM	Monthly	12	\$	\$

**Bld Form  
Bid No. 2010-24  
Elevator Maintenance**

Item No.	Name, Location	Type	Service Interval	Quantity	Unit Price	Annual Extended Total
16	Trauma Garage T3, 800 Rose St.	Passenger Hydraulic Elevator 4 Landings 2500 Lbs. Capacity-125 FPM	Monthly	12	\$	\$
17	Emergency Room E1, 1800 W. Charleston	Passenger Hydraulic Elevator 3 Landings 5000 Lbs. Capacity -125 FPM	Monthly	12	\$	\$
18	Emergency Room E2, 1800 W. Charleston	Passenger Hydraulic Elevator 3 Landings 5000 Lbs. Capacity -125 FPM	Monthly	12	\$	\$
19	Emergency Room E3, 1800 W. Charleston	Passenger Hydraulic Elevator 2 Landings 5000 Lbs. Capacity -125 FPM	Monthly	12	\$	\$
20	Lied Bldg Lied 1, 1524 Pinto Ln.	Passenger Hydraulic Elevator 3 Landings 4500 Lbs. Capacity -125 FPM	Monthly	12	\$	\$
21	Lied Bldg Lied 2, 1524 Pinto Ln.	Passenger Hydraulic Elevator 3 Landings 4500 Lbs. Capacity -125 FPM	Monthly	12	\$	\$
22	Women's Clinic, 2231 W. Charleston Blvd.	Passenger Hydraulic Elevator 2 Landings 4500 Lbs. Capacity -125 FPM	Monthly	12	\$	\$
23	New Parking Garage 1, 1800 W. Charleston	Passenger Hydraulic Elevator 4 Landings 2500 Lbs. Capacity -150 FPM	Monthly	12	\$	\$
24	New Parking Garage 2, 1800 W. Charleston	Passenger Hydraulic Elevator 4 Landings 2500 Lbs. Capacity -150 FPM	Monthly	12	\$	\$
25	Ambulatory Surgery Unit (ASU) 1, 1800 W. Charleston	Roped Hydraulic Dumbwaiters 2 Landings 1000 Lbs. Capacity -100 FPM	Monthly	12	\$	\$
26	Ambulatory Surgery Unit (ASU) 2, 1800 W. Charleston	Roped Hydraulic Dumbwaiters 2 Landings 1000 Lbs. Capacity -100 FPM	Monthly	12	\$	\$
27	Ambulatory Surgery Unit (ASU) 3, 1800 W. Charleston	Wheel Chair Lift	Quarterly	4	\$	\$
28	Ambulatory Surgery Unit (ASU) 4, 1800 W. Charleston	Wheel Chair Lift	Quarterly	4	\$	\$
29	Ambulatory Surgery Unit (ASU) 5, 1800 W. Charleston <i>(to go onto maintenance contract approx Oct 2011)</i>	Passenger Traction Elevator 2 Landings 4500 Lbs Capacity - 150 FPM	Monthly	12	\$	\$
30	Front Entrance SE 1, 1800 W. Charleston	Gearless Traction Elevators 4 Landings 3500 Lbs. Capacity - 350 FPM	Monthly	12	\$	\$
31	Front Entrance SE 2, 1800 W. Charleston	Gearless Traction Elevators 4 Landings 3500 Lbs. Capacity - 350 FPM	Monthly	12	\$	\$
32	Front Entrance SE 3, 1800 W. Charleston	Gearless Traction Elevators 4 landings 5000 Lbs. Capacity - 350 FPM	Monthly	12	\$	\$
33	Northeast Bldg, NE 4, 1800 W. Charleston	Gearless Traction Elevators 5 Landings 4500 Lbs. Capacity - 350 FPM	Monthly	12	\$	\$
34	Northeast Bldg, NE 5, 1800 W. Charleston	Gearless Traction Elevators 5 Landings 4500 Lbs. Capacity - 350 FPM	Monthly	12	\$	\$
35	Pathology DW, 1800 W. Charleston	Traction Dumbwaiter 2 Landings 100 Lbs. Capacity - 50 FPM	Monthly	12	\$	\$

Bid Form -2

**03185**  
Revised 01/13/2010

**ER3185**



**Bid Form  
Bid No. 2010-24  
Elevator Maintenance**

Item No.	Name, Location	Type	Service Interval	Quantity	Unit Price	Annual Extended Total
36	Clinical Eng DW 1800 W. Charleston Blvd.	Traction Dumbwaiter 2 Landings 500 Lbs. Capacity – 50 FPM	Monthly	12	\$	\$
<b>Annual Total</b>						\$

**BILLABLE HOURLY RATES FOR FULL-COVERAGE EXEMPTION SERVICES  
(Time and Material Rates)**

Item No.	Skill Set	Shift	Unit of Measure	Quantity	Hourly Rate
37	Mechanic	Straight Time	Hour	1	\$
38	Mechanic	Overtime	Hour	1	\$
39	Mechanic	Sundays & Owner Holidays	Hour	1	\$
40	Helper	Straight Time	Hour	1	\$
41	Helper	Overtime	Hour	1	\$
42	Helper	Sundays & Owner Holidays	Hour	1	\$
43	Team (Mechanic & Helper)	Straight Time	Hour	1	\$
44	Team (Mechanic & Helper)	Overtime	Hour	1	\$
45	Team (Mechanic & Helper)	Sundays & Owner Holidays	Hour	1	\$
	Estimated Annual Repairs				\$50,000

**Material Cost**

Cost plus ten (10) percent

**TERMS OF PAYMENT:**

\_\_\_\_\_% , \_\_\_\_\_ calendar days.

## ATTACHMENTS TO BID FORM

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

Attachment 1, Subcontractor Information, is attached.

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

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

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

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

LEGAL NAME OF FIRM

NAME AND TITLE OF AUTHORIZED  
REPRESENTATIVE (PRINT OR TYPE)

ADDRESS OF FIRM

PHONE NUMBER OF AUTHORIZED  
REPRESENTATIVE

CITY, STATE ZIP

EMAIL ADDRESS

DATE

### BUSINESS LICENSE INFORMATION

CURRENT STATE: LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

CURRENT COUNTY: LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

CURRENT CITY: LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

**FOR INFORMATIONAL PURPOSES ONLY:**

The above referenced firm is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ LBE as defined below.

**STATE OF NEVADA BUSINESSES**

**MINORITY OWNED BUSINESS ENTERPRISE (MBE):**

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

**WOMEN OWNED BUSINESS ENTERPRISE (WBE):**

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

**PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):**

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

**SMALL BUSINESS ENTERPRISE (SBE):**

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

**NEVADA BUSINESS ENTERPRISE (NBE):**

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

**BUSINESSES IN OTHER STATES**

**LARGE BUSINESS ENTERPRISE (LBE):**

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

**ATTACHMENT 1  
BID NO. 2010-24  
Elevator Maintenance**

**SUBCONTRACTOR INFORMATION**

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

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

ATTACHMENT 2  
BID NO. 2010-24  
Elevator Maintenance

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, BIDDERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL

1. FORMAT / TIME

SUCCESSFUL BIDDER shall provide UMC with Certificates of Insurance, per the sample format (page 2-3), for coverages as listed below, and endorsements affecting coverage required by this bid within **ten (10) calendar days** after the award by UMC. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of CONTRACT and any renewal periods.

2. BEST KEY RATING

UMC requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

3. UMC COVERAGE

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

4. ENDORSEMENT / CANCELLATION

SUCCESSFUL BIDDER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL BIDDER'S contractual obligation of additional insured to UMC. All policies must note that UMC will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

5. DEDUCTIBLES

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

6. AGGREGATE LIMITS

If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **\$2,000,000**.

7. COMMERCIAL GENERAL LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by SUCCESSFUL BIDDER and any auto used for the performance of services under CONTRACT.

9. WORKERS' COMPENSATION

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

10. **FAILURE TO MAINTAIN COVERAGE**

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverages required herein, UMC may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. UMC may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.

11. **ADDITIONAL INSURANCE**

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

12. **DAMAGES**

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

13. **COST**

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

14. **INSURANCE SUBMITTAL ADDRESS**

All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

15. **INSURANCE FORM INSTRUCTIONS**

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

- A. Insurance Broker's name, complete address, contact name, phone and fax numbers.
- B. SUCCESSFUL BIDDER'S name, complete address, phone and fax numbers.
- C. Insurance Company's Best Key Rating
- D. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) General Aggregate (\$2,000,000)
  - (E) Products - Completed Operations Aggregate (\$2,000,000)
  - (F) Personal & Advertising Injury (\$1,000,000)
  - (G) Each Occurrence (\$1,000,000)
  - (H) Fire Damage (\$50,000)
  - (I) Medical Expenses (\$5,000)
- E. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
- F. Worker's Compensation
- G. Description: Bid Number 2010-24 and Elevator Maintenance (must be identified on the initial insurance form and each renewal form).
- H. Certificate Holder  
University Medical Center of Southern Nevada  
c/o Contracts Management Department  
1800 West Charleston Boulevard  
Las Vegas, Nevada 89102
- I. Appointed Agent Signature to include license number and issuing state.

<b>CERTIFICATE OF INSURANCE</b>					ISSUED DAY (MM/DD/YY) <div style="border: 1px solid black; width: 100px; height: 20px; margin-top: 5px;"></div>
<b>PRODUCER</b> <b>1. INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE &amp; FAX NUMBERS</b>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			<b>3. BEST RATING</b>  COMPANY'S  BEST KEY  RATING
<b>INSURED</b> <b>2. SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE &amp; FAX NUMBERS</b>		<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A LETTER COMPANY B LETTER COMPANY C LETTER COMPANY D LETTER COMPANY E LETTER			
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
4.	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE DEDUCTIBLE \$ _____	(A)	(B)	(C)	GENERAL AGGREGATE \$(D) 2,000,000 PRODUCTS-COMP/OP AGG. \$(E) 2,000,000 PERSONAL & ADV. INJURY \$(F) 1,000,000 EACH OCCURRENCE \$(G) 1,000,000 FIRE DAMAGE (Any one fire) \$(H) 50,000 MED. EXPENSE (Any one person) \$(I) 5,000
5.	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS DEDUCTIBLE \$ _____	(J)	(K)	(L)	COMBINED SINGLE LIMIT \$(M) 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE/POLICY LIMIT \$ DISEASE/EACH EMPLOYEE \$
6.	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>				
7.					
8.					
<b>9. DESCRIPTION OF BID: BID NO. 2010-24; Elevator Maintenance.</b>					
<b>10. CERTIFICATE HOLDER</b>  University Medical Center of Southern Nevada c/o Contracts Management Department 1800 West Charleston Boulevard Las Vegas, Nevada 89102			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.  <b>11. APPOINTED AGENT SIGNATURE</b> _____ <b>INSURER LICENSE NUMBER</b> _____ <b>ISSUED BY STATE OF</b> _____		

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

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

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

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

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

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



**ATTACHMENT 3  
BID NO. 2010-24  
Elevator Maintenance**

**AFFIDAVIT  
(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

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

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 2010-24, entitled Elevator Maintenance;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release University Medical Center of Southern Nevada 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

**ATTACHMENT 4**

**ANNUAL PERFORMANCE BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

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

WHEREAS, said Contractor has been recommended for award and shall enter into CONTRACT with said UMC to perform all work required under **BID NO. 2010-24** of UMC'S specifications, entitled **Elevator Maintenance**.

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

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said CONTRACT, shall not in any way release said Contractor or said Surety.

Notwithstanding the requirements of CONTRACT, the term of this annual (12 month) bond shall commence from date of award, and may be extended annually for a term of twelve (12) months upon mutual consent of UMC and the Surety by issuance of a Continuation Certificate or issuance of a new bond.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

\_\_\_\_\_  
(Principal Contractor)

\_\_\_\_\_  
(Authorized Representative and Title)

By: \_\_\_\_\_  
(Signature)

Surety: \_\_\_\_\_

\_\_\_\_\_  
(Appointed Agent Name)

\_\_\_\_\_  
(State of Nevada, License Number)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Appointed Agent Name)

\_\_\_\_\_  
(License Number and Issuing State)

By: \_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

## INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

### Purpose of the Form

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

### General Instructions

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

### Detailed Instructions

All sections of the Disclosure of Ownership form must be completed.

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

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

**Minority Owned Business Enterprise (MBE):**

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

**Women Owned Business Enterprise (WBE):**

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

**Physically-Challenged Business Enterprise (PBE):**

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

**Small Business Enterprise (SBE):**

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

**Nevada Business Enterprise (NBE):**

Any business headquartered in the State of Nevada and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

**Large Business Enterprise (LBE):**

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

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

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

**Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If business entity is out-of-state, but has a local office in Nevada, enter the Nevada street address, telephone and fax numbers, and email of the local office.

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

**For Professional Services Contracts Only:**

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s) or appointed/elected official(s). In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant pecuniary interest.
- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s) or appointed/elected official(s) (reference form on Page 3 for definition). If YES, complete the Disclosure of Relationship Form.

Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District.

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

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

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety. Include the name of business owner/principal, name of Clark County employee(s), public officer or official, relationship to Clark County employee(s), public officer or official, and the Clark County department where the Clark County employee, public officer or official, is employed.

03196 Rev 01/20/10

## DISCLOSURE OF RELATIONSHIP

<b>Type of Business</b>					
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Other
<b>Business Designation Group (For informational purposes only)</b>					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> LBE	<input type="checkbox"/> NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise
<b>Business Name:</b>					
<b>(Include d.b.a., if applicable)</b>					
<b>Business Address:</b>					
<b>Business Telephone:</b>				<b>Email:</b>	
<b>Business Fax:</b>					
<b>Local Business Address</b>					
<b>Local Business Telephone:</b>				<b>Email:</b>	
<b>Local Business Fax:</b>					

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

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

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

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations)</small>

**For professional services contracts only.**

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes    ☐ No    (If yes, please note that County employees may not perform any work on professional service contracts)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes    ☐ No    (If yes, please disclose on the attached Disclosure of Relationship form.)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:

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

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

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

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

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
BID NO. 2010-24  
Elevator Maintenance

August 17, 2010

**ADDENDUM NO. 1**

**Facility Walk-through**

A non-mandatory facility walk-through of the elevators has been scheduled for August 18, 2010 at 8:00 am. Please meet in the Engineering Conference Room on the UMC Campus.

**Revised Bid Price Sheet**

Please use the Bid Price Sheet(s) Revised 8/17/2010 (attached) when submitting your bid. If you do not use the revised Bid Form Price Sheet, your bid will be deemed non-responsive.

The Bid Price Sheet Revised 8/17/2010 breaks the bid into 2 lots. Lot 1 includes the elevators going under contract upon award. Lot 2 includes the elevators that will be going under contract in the future.

**The RFP Opening date of August 27, 2010; 2:00:00 p.m. remains unchanged.**

Should you have any questions, please contact me at (702) 383-3606 or via email at [jim.haining@umcsn.com](mailto:jim.haining@umcsn.com).

Issued by:

Jim Haining, CPSM, C.P.M., A.P.P.  
Contracts Management

Attachment(s): **Bld Form (revised 8/17/2010)**

cc: David Brice  
Chuck Wewer  
Chuck Moulton

## UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

### V - BID FORM

(revised 8/17/2010)

**BID NO. 2010-24**  
**Elevator Maintenance**

\_\_\_\_\_  
Name of Firm

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

#### Lot 1

Item No.	Name, Location	Type	Service Interval	Quantity	Unit Price (Mthly or Qtrly)	Annual Extended Total
1	IT Building, 1000 Shadow Ln.	Passenger Hydraulic Elevator 3 Landings 3500Lbs. Capacity - 125 FPM	Monthly	12	\$	\$
2	P2, 7 story tower, 1800 W. Charleston	Passenger OH Geared 7 Landings 4500 Lbs. Capacity - 350 FPM	Monthly	12	\$	\$
3	P3, 7 story tower, 1800 W. Charleston	Passenger OH Geared 7 Landings 4500 Lbs. Capacity - 350 FPM	Monthly	12	\$	\$
4	S4, 7 story tower, 1800 W. Charleston	Service OH Geared 7 Landings 4500 Lbs. Capacity -350 FPM	Monthly	12	\$	\$
5	S5, 7 story tower, 1800 W. Charleston	Service OH Geared 7 Landings 4500 Lbs. Capacity -350 FPM	Monthly	12	\$	\$
6	S5A, 7 story tower, 1800 W. Charleston	Service OH Geared 7 Landings 4500 Lbs. Capacity -350 FPM	Monthly	12	\$	\$
7	Lobby 6, South tower, 1800 W. Charleston	Passenger OH Geared 3- Landings 4000 Lbs. Capacity -300 FPM	Monthly	12	\$	\$
8	Lobby 7, South tower, 1800 W. Charleston	Passenger Hydraulic Elevator 3 Landings 4000 Lbs. Capacity -125 FPM	Monthly	12	\$	\$
9	Lobby 8, South tower, 1800 W. Charleston	Passenger Hydraulic Elevator 3 Landings 4000 Lbs. Capacity -125 FPM	Monthly	12	\$	\$
10	Freight 9, West Loading Dock, 1800 W. Charleston	Freight Hydraulic Elevator 2 Landings 12,000 Lbs. Capacity -100 FPM	Monthly	12	\$	\$
11	Trauma T1, 800 Rose St.	Passenger OH Geared 7 Landings 4000 Lbs. Capacity -350 FPM	Monthly	12	\$	\$
12	Trauma T2, 800 Rose St.	Passenger OH Geared 7- Landings 4000 Lbs. Capacity -350 FPM	Monthly	12	\$	\$
13	Trauma Garage T3, 800 Rose St.	Passenger Hydraulic Elevator 4 Landings 2500 Lbs. Capacity-125 FPM	Monthly	12	\$	\$

**Bid Form**  
(revised 8/17/2010)  
**Bid No. 2010-24**  
**Elevator Maintenance**

Item No.	Name, Location	Type	Service Interval	Quantity	Unit Price (Mthly or Qtrly)	Annual Extended Total
14	E1, Emergency Room 1800 W. Charleston	Passenger Hydraulic Elevator 3 Landings 5000 Lbs. Capacity -125 FPM	Monthly	12	\$	\$
15	E2, Emergency Room 1800 W. Charleston	Passenger Hydraulic Elevator 3 Landings 5000 Lbs. Capacity -125 FPM	Monthly	12	\$	\$
16	E3, Emergency Room 1800 W. Charleston	Passenger Hydraulic Elevator 2 Landings 5000 Lbs. Capacity -125 FPM	Monthly	12	\$	\$
17	Lied 1, Lied Bldg 1524 Pinto Ln.	Passenger Hydraulic Elevator 3 Landings 4500 Lbs. Capacity -125 FPM	Monthly	12	\$	\$
18	Lied 2, Lied Bldg 1524 Pinto Ln.	Passenger Hydraulic Elevator 3 Landings 4500 Lbs. Capacity -125 FPM	Monthly	12	\$	\$
19	Women's Clinic, 2231 W. Charleston	Passenger Hydraulic Elevator 2 Landings 4500 Lbs. Capacity -125 FPM	Monthly	12	\$	\$
20	New Parking Garage 1, 1800 W. Charleston	Passenger Hydraulic Elevator 4 Landings 2500 Lbs. Capacity -150 FPM	Monthly	12	\$	\$
21	New Parking Garage 2, 1800 W. Charleston	Passenger Hydraulic Elevator 4 Landings 2500 Lbs. Capacity -150 FPM	Monthly	12	\$	\$
22	ASU 1, Ambulatory Surgery Unit 1800 W. Charleston	Roped Hydraulic Dumbwaiters 2 Landings 1000 Lbs. Capacity -100 FPM	Monthly	12	\$	\$
23	ASU 2, Ambulatory Surgery Unit 1800 W. Charleston	Roped Hydraulic Dumbwaiters 2 Landings 1000 Lbs. Capacity -100 FPM	Monthly	12	\$	\$
24	ASU 3, Ambulatory Surgery Unit 1800 W. Charleston	Wheel Chair Lift	Quarterly	4	\$	\$
25	ASU 4, Ambulatory Surgery Unit 1800 W. Charleston	Wheel Chair Lift	Quarterly	4	\$	\$
26	SE 1, Front Entrance 1800 W. Charleston	Gearless Traction Elevators 4 Landings 3500 Lbs. Capacity - 350 FPM	Monthly	12	\$	\$
27	SE 2, Front Entrance 1800 W. Charleston	Gearless Traction Elevators 4 Landings 3500 Lbs. Capacity - 350 FPM	Monthly	12	\$	\$
28	SE 3, Front Entrance 1800 W. Charleston	Gearless Traction Elevators 4 Landings 5000 Lbs. Capacity - 350 FPM	Monthly	12	\$	\$
29	NE 4, Northeast Bldg, 1800 W. Charleston	Gearless Traction Elevators 5 Landings 4500 Lbs. Capacity - 350 FPM	Monthly	12	\$	\$
30	NE 5, Northeast Bldg, 1800 W. Charleston	Gearless Traction Elevators 5 Landings 4500 Lbs. Capacity - 350 FPM	Monthly	12	\$	\$
31	Pathology DW, 1800 W. Charleston	Traction Dumbwaiter 2 Landings 100 Lbs. Capacity - 50 FPM	Monthly	12	\$	\$
32	Clinical Eng DW 1800 W. Charleston Blvd.	Traction Dumbwaiter 2 Landings 500 Lbs. Capacity - 50 FPM	Monthly	12	\$	\$
<b>Lot 1 - Annual Total</b>						\$

**03201**

Bid Form -2

Revised 01/13/2010

**ER3201**



**Bid Form**  
(revised 8/17/2010)  
**Bid No. 2010-24**  
**Elevator Maintenance**

**Lot 2**

Item No.	Name, Location	Type	Service Interval	Quantity	Unit Price (Mthly or Qtrly)	Annual Extended Total
33	2040 Bldg 10, 2040 W. Charleston (to go onto maintenance contract approx Aug 2012)	Passenger OH Geared 6 Landings 2500 Lbs. Capacity -350 FPM	Monthly	12	\$	\$
34	2040 Bldg 11, 2040 W. Charleston (to go onto maintenance contract approx Aug 2012)	Passenger OH Geared 6 Landings 2500 Lbs. Capacity -350 FPM	Monthly	12	\$	\$
35	2040 Bldg 12, 2040 W. Charleston (to go onto maintenance contract approx Aug 2012)	Passenger OH Geared 6 Landings 2500 Lbs. Capacity -350 FPM	Monthly	12	\$	\$
36	ASU 5, Ambulatory Surgery Unit, 1800 W. Charleston (to go onto maintenance contract approx Oct 2011)	Passenger Traction Elevator 2 Landings 4500 Lbs Capacity - 150 FPM	Monthly	12	\$	\$
<b>Lot 2 - Annual Total</b>						\$

<b>Lot 1 - Annual Total</b>	\$
<b>Lot 2 - Annual Total</b>	\$
<b>Lots 1 &amp; 2 - Annual Total</b>	\$

**BILLABLE HOURLY RATES FOR FULL-COVERAGE EXEMPTION SERVICES**  
(Time and Material Rates)

Item No.	Skill Set	Shift	Unit of Measure	Quantity	Hourly Rate
37	Mechanic	Straight Time	Hour	1	\$
38	Mechanic	Overtime	Hour	1	\$
39	Mechanic	Sundays & Owner Holidays	Hour	1	\$
40	Helper	Straight Time	Hour	1	\$
41	Helper	Overtime	Hour	1	\$
42	Helper	Sundays & Owner Holidays	Hour	1	\$
43	Team (Mechanic & Helper)	Straight Time	Hour	1	\$
44	Team (Mechanic & Helper)	Overtime	Hour	1	\$
45	Team (Mechanic & Helper)	Sundays & Owner Holidays	Hour	1	\$
	Estimated Annual Repairs				\$50,000

**Material Cost**

Cost plus ten (10) percent

**TERMS OF PAYMENT:**

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ calendar days.

## ATTACHMENTS TO BID FORM

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

Attachment 1, Subcontractor Information, is attached.

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

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

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

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

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

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

**FOR INFORMATIONAL PURPOSES ONLY:**

The above referenced firm is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ LBE as defined below.

**STATE OF NEVADA BUSINESSES**

**MINORITY OWNED BUSINESS ENTERPRISE (MBE):**

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

**WOMEN OWNED BUSINESS ENTERPRISE (WBE):**

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

**PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):**

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

**SMALL BUSINESS ENTERPRISE (SBE):**

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

**NEVADA BUSINESS ENTERPRISE (NBE):**

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

**BUSINESSES IN OTHER STATES**

**LARGE BUSINESS ENTERPRISE (LBE):**

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

ATTACHMENT 1  
BID NO. 2010-24  
Elevator Maintenance

**SUBCONTRACTOR INFORMATION**

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

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

UNIVERSITY MEDICAL CENTER OF SOUTH NEVADA  
BID NO. 2010-24  
Elevator Maintenance

August 24, 2010

**ADDENDUM NO. 2**

**Questions and Answers**

Q1 I have a question needing clarification on overtime callbacks

Page 14, Section 1, paragraph a: lists unlimited callbacks "The full service contract includes.....and incidentals unlimited call backs, emergency repairs, unscheduled repairs, and Holiday emergency repairs".

Page 23, section 32, paragraph c, d – these list regular working hours and then state call backs will be compensated in accordance with Time and Material rates

I would like clarification about whether overtime calls are billable or if all overtime calls are included in the contract price as described on the top of page 14.

A1 **In order to clarify callbacks, UMC has rewritten the Callback section of the Bid Document (see below in Update to Bid Document).**

Q2 As written clarification for the upcoming bid..... the ONLY document(s) required when submitting our bid is the six (6) page "bid form" with the black stripe down the right hand side – correct? I did not see any mention of submitting a bid bond, references, etc..... simply submit the bid form. I know you told us that during the pre-bid meeting, but I wanted to double check via written communication.

A2 **That is correct. UMC is not requiring a bid bond or references. Only the bid form (with the black stripe down the right hand side) is required for submittal.**

Q3 For the annual performance bond how long does the successful bidder have to get this to you?  
A3 **In accordance with Instruction to Bidders, Section 32 Liquidated Damages – Insurance / Performance Bond Submittal (page 7), the successful bidder will have 10 calendar days to get the annual performance bond, after receiving the request from UMC, before liquidated damages may be assessed.**

**Update to Bid Document**

Special Conditions - Section 32. Callback Service shall be deleted in its entirety and replaced with the following:

**32. CALLBACK SERVICE**

- a. This is a full service maintenance agreement which includes unlimited callbacks at no additional charge except as defined below or for a repair as defined in Service Specifications, Section 2.k: Repairs.
- b. A "callback" is a request from Owner to Contractor, requesting Contractor to go to a specific elevator to correct any elevator problem and/or condition, which in Owner's opinion needs attention before Contractor's next scheduled preventive maintenance visit.
- c. Lamp and signal replacements shall be performed during regular maintenance visits.
- d. Callback service during regular working hours: (6:30 am – 4:30 pm, Monday - Friday)
  - i. Contractor shall, without additional charge to Owner, provide callback service during regular working hours.

03206

- ii. Contractor shall respond to a callback within thirty (30) minutes for entrapments and one (1) hour for other emergency repairs from the time reported to the Contractor.
- ii. Contractor shall be compensated in accordance with the Time and Material rates, if the callback is due to vandalism or other damage not covered under this maintenance agreement.
- d. Callback service during overtime working hours: (4:30 pm – 6:30 am, Monday – Friday, all day Saturday, Sunday, and Owner holidays)
  - i. Contractor shall, without additional charge to Owner, provide callback service during overtime working hours.
  - ii. Contractor shall respond to an overtime callback within thirty (30) minutes for entrapments and one (1) hour of the time for other emergency repairs from the time reported to Contractor.
  - iii. It is the intent of Owner to request callback service during overtime working hours only in the event that the lack of elevator functionality is detrimental to Owner's operation, in Owner's sole opinion. If the lack of elevator functionality is not detrimental to Owner's operation, Owner will request callback service on the next regular working day during regular working hours.
  - iv. Repeat callbacks (previously responded to during normal working hours) causing entrapments during overtime working hours will not be charged.
  - v. Contractor shall be compensated in accordance with the Time and Material rates, if the overtime callback is due to vandalism or other damage not covered under this maintenance agreement.

**Revised Bid Price Sheet**

Reminder, please use the Bid Price Sheet(s) Revised 8/17/2010 (included with Addendum No. 1) when submitting your bid. If you do not use the revised Bid Form Price Sheet, your bid will be deemed non-responsive.

**The RFP Opening date of August 27, 2010; 2:00:00 p.m. remains unchanged.**

Should you have any questions, please contact me at (702) 383-3606 or via email at [jim.haining@umcsn.com](mailto:jim.haining@umcsn.com).

Issued by:

Jim Haining, CPSM, C.P.M., A.P.P.  
Contracts Management

Attachment(s): none

cc: David Brice  
Chuck Wewer  
Chuck Moulton

**AMENDMENT NUMBER ONE**  
**To**  
**AGREEMENT FOR ELEVATOR MAINTENANCE, BID 2010-24**

This Amendment Number One is entered into by and between University Medical Center of Southern Nevada (hereinafter "Hospital") and KONE, Inc. (hereinafter "Provider").

**RECITALS**

WHEREAS, Hospital and Provider desire to amend the Agreement for Elevator Maintenance Services, effective November 1, 2010 (hereinafter "Agreement") which was previously entered into by them; and

WHEREAS, there have been no interruptions of service or any other problems related to the services provided since the effective date; and

NOW THEREFORE, in consideration of the foregoing terms and conditions set forth herein, Provider and Hospital agree to amend the Agreement as follows:

1. Add an additional elevator to the maintenance schedule (Lot 2).

Item No.	Name, Location	Type	Service Interval	Quantity	Unit Price (Monthly)	Annual Price	Value throughout Contract
37	Sterile Unit 1800 W. Charleston Blvd		Monthly	12	\$190.00	\$2,280.00	\$8,170.00

2. The service of the new elevator will begin December 1, 2011 and continue for the life of the contract.
3. All other Terms and Conditions remain unchanged and in full effect.

IN WITNESS WHEREOF, the parties have caused this Amendment Number One to be executed.

PROVIDER:

KONE, Inc

By: 

Printed Name

Date Signed

Jon Jasper  
11/22/11

HOSPITAL:

University Medical Center of Southern Nevada

By: 

Brian Brannman, CEO

Printed Name

Date Signed

Brian Brannman  
12/16/11

CC EX26

**CERTIFICATE OF CUSTODIAN OF RECORDS**

STATE OF NEVADA }  
COUNTY OF CLARK } ss:

NOW COMES Adriane Garcia, CPPB, Purchasing Analyst II, Clark County  
Purchasing and Contracts, who after being duly sworn deposes and says:

1. That she oversees the contract for Bid # 602211-11 and in such capacity is the  
custodian of the records of the office or institution.

2. That on the 10th day of December, 2012, the Ms. Garcia was  
served with a request calling for the production of the executed contract specific to  
Bid # 602211-11.

3. That she has examined the original of those documents and has made a true  
and exact copy of them and that the reproduction of them attached hereto is true and  
complete.

4. That the original of those documents was made at or near the time of the acts,  
events, conditions, opinions or diagnoses recited therein by or from information transmitted  
by a person with knowledge in the course of a regularly conducted activity of the deponent  
or the office or institution in which the deponent is engaged.

DATED this 10<sup>th</sup> day of December, 2012.  
NEVADA STATE LABOR COMMISSIONER

EXHIBIT

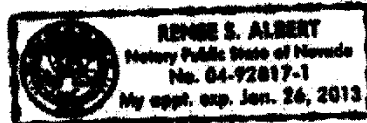
WITNESS

DATE

SUBSCRIBED AND SWORN to before  
me this 10<sup>th</sup> day of December, 2012

NOTARY PUBLIC

Adriane K. Garcia  
Purchasing Analyst II  
CLARK COUNTY PURCHASING &  
CONTRACTS



03209



# CLARK COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

<b>Issue:</b>	<b>Award and Rejection of Bid</b>	<b>Back-up:</b> AIDR #3328
<b>Petitioner:</b>	George W. Stevens, Chief Financial Officer Carel Carter, Director of Real Property Management Jim Dixon, Deputy Chief of Detention	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  That the Board of County Commissioners approve the award of Bid No. 602211-11, Annual Requirements Contract for HVAC Maintenance and Minor Repairs Countywide, to the low responsive and responsible bidder, contingent upon submission of the required bonds and insurance. Staff recommends rejection of the bids received from CMC Mechanical, Inc. and Sachan Corporation, and award to Lloyd's Refrigeration, Inc. (For Possible Action)		

## FISCAL IMPACT:

Fund#: 1010.000  
Fund Center: 1120822000  
Description: FY 11/12/13 RPM/Facilities

Fund Name: General Fund  
Funded Pgm/Grant N/A  
Amount: Not-to-exceed \$492,645.50

Fund#: 6840.000  
Fund Center: 1120822000  
Description: FY 11/12/13 RPM/Facilities

Fund Name: Regional Justice M & O  
Funded Pgm/Grant: N/A  
Amount: Not-to-exceed \$200,000.00

Fund#: 2060.000  
Fund Center: 1120828000  
Description: FY 11/12/13 Clark County Detention Center  
Amount: Not-to-exceed \$20,000.00

Fund Name: Detention Services  
Funded Pgm/Grant: N/A

Fund#: 2470.000  
Fund Center 1120828000  
Description: FY 11/12/13 Clark County Detention North Valley Complex  
Amount: Not-to-exceed \$20,000.00

Fund Name: Satellite Detention Center  
Funded Pgm/Grant: N/A

Added Comments: The initial contract award amount is \$772,645.50 from date of award through June 30, 2013. A remaining not-to-exceed of \$40,000 (\$20,000 per fiscal year) has been reserved for requirements for additional County departments not listed above should needs arise. The above funding accounts represent a total of \$732,645.50.

## BACKGROUND:

Bid No. 602211-11, Annual Requirements Contract for HVAC Maintenance and Minor Repairs Countywide was advertised on March 7, 2011 and nine bids were received.

Cleared for Agenda  
7/19/11 MD  
03210  
Agenda Item #

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BIDS RECEIVED:	BID AMOUNTS:	CORRECTION:	CORRECT TOTALS:
CMC Mechanical, Inc. (WBE)	\$768,605.34		\$768,605.34**/***
Lloyd's Refrigeration (NBE)	\$772,645.50		\$772,645.50**
Sachan Corporation (MBE)	\$772,794.00		\$772,794.00**/***
MMC Contractors West, Inc. (NBE)	\$780,436.00		\$780,436.00
Sunrise Service, Inc. (WBE)	\$780,621.50		\$780,621.50
Southwest Air Conditioning (NBE)	\$780,688.00		\$780,688.00
Johnson Controls (NBE)	\$780,792.00	(+60.00)	\$780,852.00*
Mesa Energy Systems dba Emcor			
Services Nevada (LBE)	\$781,080.00		\$781,080.00
Carrier Corporation (LBE)	\$781,404.00		\$781,404.00

\* Corrected Total

\*\* Revised total after the application of net 30 payment discount offered

\*\*\* Recommended for rejection of bid

This contract will provide for maintenance and minor repair services on HVAC systems Countywide on an as needed basis as determined by County Facilities' staff. The term of this contract is from date of award through June 30, 2013, and includes the option to renew for three one-year periods, and the option to increase the annual amount up to ten percent based on possible increased user requirements for the renewal terms. Lloyd's Refrigeration, Inc. currently holds a Clark County Business License.

The bids submitted by CMC Mechanical, Inc. and Sachan Corporation are being recommended for rejection, as both companies bid in excess of the monetary limit listed on their Nevada State Contractor's License.

Staff received a protest from MMC Contractors West, Inc. in accordance with the Protest clause listed in the Instruction to Bidders section of the bid document. An Agenda Item Development Report (AIDR) has been prepared and attached to this agenda item to present the details of the protest.

In accordance with NRS 332.065, if the governing body or its authorized representative has advertised for or requested bids in letting a contract, the governing body or its authorized representative must award the contract to the lowest responsive and responsible bidder.

Prepared by: Adriane Garcia, CPPB

Respectfully submitted,

  
DONALD G. BURNETTE, County Manager

B602211-11-HVAC-AKG.Doc

03211

ER3211

**OFFICE OF THE COUNTY MANAGER  
CLARK COUNTY, NEVADA**

**AIDR No.: 3328**

**DONALD G. BURNETTE**  
County Manager

Date: 07/11/2011

Agenda Date: 07/19/2011

**JEFFREY M. WELLS**  
Assistant County Manager

Originating  
Department: Finance/Purchasing & Contracts

**RANDALL J. TARR**  
Assistant County Manager

Contact/Ext: Yolanda C. Jones/0243

**EDWARD M. FINGER**  
Assistant County Manager

**Issue: BID PROTEST ON BID NO. 602211-11,  
ANNUAL REQUIREMENTS CONTRACT FOR HVAC  
MAINTENANCE AND MINOR REPAIRS  
COUNTYWIDE**

**Subject/Title:**

Annual Requirements Contract for HVAC Maintenance and Minor Repairs Countywide

**Recommended Action:**

That the Board of County Commissioners approve the award of Bid No. 602211-11, Annual Requirements Contract for HVAC Maintenance and Minor Repairs Countywide, to the low responsive and responsible bidder, contingent upon submission of the required bonds and insurance. Staff recommends rejection of the bids received from CMC Mechanical, Inc. and Sachan Corporation, and award to Lloyd's Refrigeration, Inc. *(For possible action)*

**Summary:**

- This contract is for HVAC maintenance and minor repair services to be provided to the County on an as needed basis. The bid document is structured as a time and material contract by which the awarded vendor will provide quotes for the actual work to be performed against the pricing structure and guidelines listed in the bid document.
- Staff received a protest from MMC Contractors West, Inc. (MMC) against CMC Mechanical, Inc. (CMC) and Lloyd's Refrigeration, Inc. (Lloyds).
- Protest procedures require the Purchasing staff to distribute the protest materials from the competing contractors, and request a response in writing to the allegations made in the respective protests by May 10, 2011. The competing bidders complied.
- The following summarizes the points of contention in MMC's protest document and the County's response to each point:

1. MMC stated; "Nevada law, as well as the requirements of the Instructions to Bidders, require each Bidder to provide a bid within their Nevada State Contractors License Monetary Limit. CMC Mechanical, Inc. bid over this limit for all intents and purposes of the contract, thereby making its bid incomplete or inaccurate, all as set forth in more detail below"; and

"The intent and purpose of this contract is to award on an estimated annual repairs amount of \$390,000 per year. The base contract length is two years, making the actual bid amount for two years at \$780,000. In addition, the contract allows for a three-year extension which would bring the contract to \$1,950,000 for a total of five years. Even after accounting for the 1.5% discount CMC

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Mechanical provided, the adjusted contract of \$768,300 for two years and \$1,920,750 for five years still exceeds the Monetary Limits set forth on CMC Mechanical's license by the Nevada State Contractors Board. We have provided an attached copy of CMC Mechanical's License Details. Because of CMC Mechanical's failure to comply with this requirement, its bid is non-responsive."

County's response; Clark County is recommending the rejection of the bid received from CMC Mechanical, Inc. as the dollar value of the initial contract term which is two years, is in excess of the monetary limit listed on their Nevada State Contractor's License # 0073802.

2. MMC stated; "The intent and purpose of the contract is to perform work on a "Time and Material" basis. Lloyd's Refrigeration was found to be the second lowest bidder for the project with bid labor rate of \$75.00 an hour for Straight time, Overtime and Holiday time. Lloyd's Refrigeration provided a 1% discount bringing their adjusted labor rate to \$74.25 per hour. The summation of their Straight Time, Overtime and Holiday rates to \$222.75 which is higher than MMC's combined rate of \$218.00. By applying the discounts to the estimated contract value instead of the labor rates alone, the bid evaluation was fundamentally flawed. For example, a contractor who bids at \$1,000.00 per hour for straight time, \$2,000.00 per hour double time, and \$3,000.00 per hour holiday time would win the bid with a 3% discount. Therefore, the discount should have been applied to the bid labor rates."

County's response; (County's response pertains only to the bids submitted by Lloyd's Refrigeration and MMC as the bid submitted by CMC was not part of this point of contention) the 1% discount provided by Lloyd's Refrigeration is an early payment discount and is therefore applicable to all cost components listed in an invoice. In other words, the discount would be applied to both the cost of labor and material. In researching the County's costs under the previous HVAC contract that was similar in nature to this contract, it was determined that labor was approximately 45.75% of the total cost and material was approximately 54.24% of the total cost. Therefore, applying the early payment discount to the labor rates only as MMC suggests would prevent the County from capturing the additional discount on more than 50% of the total cost. Secondly, MMC's example of the contractor who bids their hourly rates extremely high and then offers a more substantial discount to offset those rates is creative, but there are components of the County's evaluation process that MMC fails to address. In making a determination of the low responsive and responsible bidder in this type of a contract, the County looks at the labor rates separate of the early payment discount to ensure that they are in line with the marketplace. The rates offered in MMC's example are beyond excessive when compared to the rates found in the marketplace. In the absence of marketplace research, the County could use the established industry standard of the prevailing wage rates published by the Nevada Labor Commission. As of the date of this letter, the rates listed in MMC's example are in excess of 90% higher than the current prevailing wage rates for

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this type of service and therefore the bid would be deemed non-responsive. In addition, an evaluation of Lloyd's adjusted average labor rate of \$74.25 is only \$1.58 higher than MMC's average labor rate of \$72.67 which could easily be absorbed in the cost savings the County would be afforded on the early payment discount on materials.

3. MMC stated; "Taking into consideration both the bid labor rates and discount, MMC's bid provides the Best Value to Clark County. This can easily be seen by taking the estimated Contract value of \$390,000 and dividing by the average labor rate. Lloyd's Refrigeration's bid would allow for 5,252 labor hours whereas MMC's bid allows for 5,367 labor hours. The comparison becomes even more drastic when the straight time rate alone is used for the analysis. In this case, Lloyd's bid again allows for 5,252 labor hours whereas MMC's bid allows for 6,964 labor hours, a 33% better value. In other words, MMC's bid would provide 33% more service hours at the same cost as Lloyd's Refrigeration bid."

County's response; (County's response pertains only to the bids submitted by Lloyd's Refrigeration and MMC as the bid submitted by CMC was not part of this point of contention) due to the indeterminate nature of the services to be provided under this contract and the multiple shift on which these services may be provided, the results of an evaluation based on only one hourly rate or shift would be seriously skewed. In addition, the estimated annual contract value of \$390,000 can not be evenly divided into the number of hours of services rendered as that dollar value also includes the payment of material thereby rendering the results listed above by MMC's calculations inaccurate.

On June 16, 2011, a written response to their respective protest allegations as determined by staff was issued to MMC. On June 21, 2011, a revised Notice to Proceed was issued indicating the Purchasing and Contracts Division's intent to recommend award of Bid No 602211-11 to Lloyd's Refrigeration, Inc. at the July 19, 2011 Board of County Commissioners meeting. As of preparation of this document, MMC has not responded to indicate withdrawal of their protest.

  
DONALD G. BURNETTE  
County Manager

03214

ER3214



## Department of Finance Purchasing and Contracts

500 S Grand Central Pky 4th Fl • Box 551217 • Las Vegas NV 89155-1217  
(702) 455-2897 • Fax (702) 386-4914

George W. Stevens, Chief Financial Officer • Yolanda T. King, Director of Budget & Financial Planning  
Yolanda C. Jones, C.P.M., CPPO, Purchasing Manager

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### CLARK COUNTY, NEVADA BID NO. 602211-11 ANNUAL REQUIREMENTS CONTRACT FOR HVAC MAINTENANCE AND MINOR REPAIRS COUNTYWIDE

March 22, 2011

#### ADDENDUM NO. 1

#### INVITATION TO BID

1. The Bid opening date of Tuesday, April 12, 2011 at 3:00:00 p.m., **remains unchanged.**

#### SPECIAL CONDITIONS

2. Special Conditions, Page III-8 add the following sections:
  42. Repairs where the total cost of supplies, parts, materials, and labor is \$2,500.00 or less, a verbal quote from SUCCESSFUL BIDDER and COUNTY'S approval of verbal quote is acceptable prior to the commencement of services. Repairs where the total cost of supplies, parts, materials, and labor exceeds \$2,500.00, a written quote from SUCCESSFUL BIDDER and COUNTY'S approval of written quote is required prior to the commencement of services. All documentation submitted to COUNTY must have the Work Order number attached or written on all invoices and related correspondences/documentation.
  43. Fire Life Safety Systems Coordination  
Any replacement of equipment that requires the disconnection, re-location, or replacement of fire protection devices, such as duct detectors or relays, must be coordinated with Clark County's Fire Life Safety personnel.

#### BID FORM

3. Bid Form, Pages V-1 through V-4 shall be replaced in its entirety with the Revised Bid Form, Pages Revised V-1 through V-3 attached to this Addendum No. 1.

#### ATTACHMENT 1 – SUBCONTRACTOR INFORMATION

4. Attachment 1, Page 1-1 shall be replaced in its entirety with the Revised Attachment 1, Page Revised 1-1 attached to this Addendum No. 1.

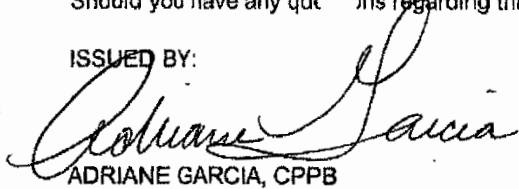
BOARD OF COUNTY COMMISSIONERS  
SUSAN BRAGER, Chair • STEVE SISOLAK, Vice-Chair  
LARRY BROWN • TOM COLLINS • CHRIS GIUNCHIGLIANI • MARY BETH SCOW • LAWRENCE WEEKLY  
DONALD G. BURNETTE, County Manager

03215

ER3215

Should you have any questions regarding this addendum, please contact me at (702) 455-2733.

ISSUED BY:



ADRIANE GARCIA, CPPB  
Purchasing Analyst

Attachment(s):      Revised Bid Form, Pages V-1 through V-3  
                         Revised Attachment 1, Subcontractor Information

Cc:      Carel Carter, Real Property Management  
         Jerry Stueve, Real Property Management  
         Thomas Pickrell, Real Property Management – Facilities  
         Mark Larson, Real Property Management – Facilities  
         Wences Perez, Real Property Management – Facilities  
         Lloyd Noffsinger, Clark County Detention Center  
         Carlos Goodin, Clark County Detention Center  
         Yolanda Jones, Purchasing Manager

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ER3216

# CLARK COUNTY, NEVADA

## V - BID FORM

BID NO. 602211-11

ANNUAL REQUIREMENTS CONTRACT FOR HVAC MAINTENANCE AND MINOR REPAIRS COUNTYWIDE  
Revised per Addendum No. 1

\_\_\_\_\_  
Name of Firm

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

BILLABLE HOURLY RATES							
Line Item	Shift	Unit of Measure	Quantity		Hourly Rate		Extended Total
1.	Straight Time (Monday through Friday 7:00 a.m. – 4:00 p.m. PST)	Hour	1	X	\$	=	\$
2.	Overtime (Monday through Friday 4:01 p.m. – 6:59 a.m. PST and Saturday)	Hour	1	X	\$	=	\$
3.	Sundays & COUNTY Holidays	Hour	1	X	\$	=	\$
4.	Estimated Annual Repairs for All Locations – to be billed as Time and Material in accordance with the appropriate hourly rate listed above and SUCCESSFUL BIDDER'S cost of material plus 15% mark up.						\$390,000.00

BID TOTAL (SUM OF EXTENDED TOTALS FOR LINE ITEMS 1- 4): \$ \_\_\_\_\_

**DISCOUNT TERMS OF PAYMENT:**

\_\_\_\_\_% , \_\_\_\_\_ calendar days.

**BIDDER'S LOCAL FACILITY**

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

\_\_\_\_\_  
CONTACT MANAGER OR ACCOUNT REPRESENTATIVE NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE, ZIP

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

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**ATTACHMENTS TO BID FORM**

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

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

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

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

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

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

LEGAL NAME OF FIRM

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)

ADDRESS OF FIRM

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE

CITY, STATE ZIP

FAX NUMBER OF AUTHORIZED REPRESENTATIVE

EMAIL ADDRESS

DATE

**BUSINESS LICENSE INFORMATION**

CURRENT STATE: LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

CURRENT COUNTY: LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

CURRENT CITY: LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

NEVADA CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

DOLLAR LIMIT: \_\_\_\_\_

**03218**

**FOR INFORMATIONAL PURPOSES ONLY:**

The above referenced firm is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ LBE as defined below.

**STATE OF NEVADA BUSINESSES****MINORITY OWNED BUSINESS ENTERPRISE (MBE):**

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

**WOMEN OWNED BUSINESS ENTERPRISE (WBE):**

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

**PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):**

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

**SMALL BUSINESS ENTERPRISE (SBE):**

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

**NEVADA BUSINESS ENTERPRISE (NBE):**

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

**BUSINESSES IN OTHER STATES****LARGE BUSINESS ENTERPRISE (LBE):**

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

**03219**

**ATTACHMENT 1**  
**BID NO. 602211-11**  
**ANNUAL REQUIREMENTS CONTRACT FOR HVAC MAINTENANCE AND MINOR REPAIRS COUNTYWIDE**  
**Revised per Addendum No. 1**

**SUBCONTRACTOR INFORMATION**

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

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



## Department of Finance Purchasing and Contracts

500 S Grand Central Pky 4th Fl • Box 551217 • Las Vegas NV 89155-1217  
(702) 455-2897 • Fax (702) 386-4914

George W. Stevens, Chief Financial Officer • Yolanda T. King, Director of Budget & Financial Planning  
Yolanda C. Jones, C.P.M., CPPO, Purchasing Manager

### CLARK COUNTY, NEVADA

#### INVITATION TO BID

**BID NO. 602211-11**

#### **ANNUAL REQUIREMENTS CONTRACT FOR HVAC MAINTENANCE AND MINOR REPAIRS COUNTYWIDE**

The bid package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on "Current Opportunities" and locate Document No. 602211 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up – Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Prebid Conference will be held on **Monday, March 21, 2011 at 9:00 a.m.**, at the Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, Nevada 89106.

Bids will be accepted at the Clark County Government Center address specified above, on or before **Tuesday, April 12, 2011 at 3:00:00 p.m.** based on the time clock at the Clark County Purchasing and Contracts front desk.

---

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:  
Las Vegas Review-Journal  
MARCH 7, 2011

BOARD OF COUNTY COMMISSIONERS  
SUSAN BRAGER, Chair • STEVE SISOLAK, Vice-Chair  
LARRY BROWN • TOM COLLINS • CHRIS GIUNCHIGLIANI • MARY BETH SCOW • LAWRENCE WEEKLY  
DONALD G. BURNETTE, County Manager

**03221**

Revised 12/10/10

**ER3221**

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**03222**

Revised 12/10/10

**ER3222**

## HELPFUL BID INFORMATION

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

### INTERNET



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

---

### PREBID CONFERENCE ATTENDANCE

#### WE WANT YOU!



You have received this "Invitation to Bid" with the anticipation of doing business with Clark County. You are encouraged to attend the pre-bid 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 pre-bid conference, the entire bid document is reviewed and questions from the attendees are answered.

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

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

---

### NEED ASSISTANCE?



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

---

### DISCLAIMER



The prospective bidder is responsible for obtaining all addenda, correspondence, CD data, and any other documentation issued by Clark County. Clark County is not responsible for the accuracy or completeness of any documentation the Bidder receives from **any source** other than Clark County Purchasing and Contracts Division.

**03223**

Revised 12/10/10

**ER3223**

# I – INSTRUCTION TO BIDDERS

BID NO. 602211-11

## ANNUAL REQUIREMENTS CONTRACT FOR HVAC MAINTENANCE AND MINOR REPAIRS COUNTYWIDE

### 1. INTENT OF INVITATION

In accordance with the terms and conditions provided in this bid document, it is the intent of this formal Invitation to Bid to receive bids from qualified Bidders for general maintenance and minor repairs to HVAC systems Countywide. Major repairs, upgrades or replacements of existing HVAC equipment is excluded from this contract.

### 2. DEFINITIONS

- A. **Addendum:** A written document issued by COUNTY, via the Purchasing and Contracts Division, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.
- B. **BCC:** The Clark County Board of County Commissioners.
- C. **Bid (Bidder):** An offer, in response to a solicitation by COUNTY, to supply goods or services at a specific price and within a specified time period.
- D. **Bid (COUNTY):** A competitive solicitation by COUNTY to procure goods or services in accordance with Nevada Revised Statutes (NRS) 332.
- E. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to COUNTY with the required information for evaluation of the bid, in correct format and sequence. Bid pages are identified herein as "Bid Form" and contain a black line in the right margin.
- F. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- G. **Bidder(s):** A supplier who submits a bid to COUNTY.
- H. **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.
- I. **CONTRACT:** Contract documents include the Bidding Documents, SUCCESSFUL BIDDER'S Bid Form, all Addenda, SUCCESSFUL BIDDER'S bonds and insurance and Notice of Award letter.
- J. **COUNTY:** The term used throughout these documents to mean County of Clark, Nevada.
- K. **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.
- L. **Governing Body:** Used throughout these documents to mean the Clark County Board of Commissioners.
- M. **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.
- N. **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.
- O. **Purchasing Manager:** The Clark County Purchasing Manager or their designee responsible for the Purchasing and Contracts Division.
- P. **Purchase Order:** The formal authorization by COUNTY for seller to provide goods or services to COUNTY. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- Q. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.
- R. **Rural:** Clark County has towns outside of the urban valley which include, but are not limited to: Laughlin, Moapa Valley, Sandy Valley, and Indian Springs.

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- S. **Service Call:** To include maintenance and minor repair services. Service shall also include after hours call outs as required by COUNTY.
- T. **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- U. **Urban:** This includes the contiguous urban Las Vegas Valley.

### 3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Adriane Garcia, CPPB, Purchasing Analyst, telephone number (702) 455-2733 or the Purchasing and Contracts Front Desk at (702) 455-2897. After award, the designated contact will be Thomas Pickrell, Facilities Manager, Real Property Management - Facilities Division, telephone number (702) 455-2980.

### 4. CONTACT WITH COUNTY DURING BIDDING PROCESS

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

### 5. PREBID CONFERENCE

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

### 6. ADDENDA AND INTERPRETATIONS

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

### 7. DOCUMENT REVIEW

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

### 8. PREPARATION OF FORMS

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

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

### 9. BID DOCUMENTS NECESSARY FOR SUBMITTAL

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



10. SUBCONTRACTOR INFORMATION

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

If there are any questions regarding **Attachment 1**, please contact Sandra Mendoza-Avila at telephone number (702) 455-4184.

11. PRODUCTS

**New Product:**

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

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

12. ORDER QUANTITIES AND UNIT PRICING

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

13. DISCOUNT TERMS OF PAYMENT

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

**Examples:**

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

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

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

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

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

14. ADDITIONAL BIDS

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

15. DEVIATIONS TO TERMS AND CONDITIONS

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

16. DURATION OF OFFER

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

17. BIDDER'S REPRESENTATION

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

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

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**Instruction to Bidders**

Bid No. 602211-11

Annual Requirements Contract for HVAC Maintenance and Minor Repairs Countywide

- C. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued; Bidder shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

18. SUBMISSION OF BIDS

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

The following are detailed delivery/mailling instructions for bids:

HAND DELIVERY

Clark County Government Center  
Purchasing and Contracts Division,  
4th Floor  
500 South Grand Central Parkway  
Las Vegas, Nevada 89106

U.S. MAIL DELIVERY

Clark County Government Center  
Attn: Purchasing and Contracts, 4th  
Floor  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217

EXPRESS DELIVERY

Clark County Government Center  
Attn: Purchasing and Contracts, 4th  
Floor  
500 South Grand Central Parkway  
Las Vegas, Nevada 89106

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

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

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

19. COST TO PREPARE AND SUBMIT RESPONSE

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

20. WITHDRAWAL OF BID

A. Before Bid Opening

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

B. After the Bid Opening

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

21. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

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

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

22. REJECTION OF BID

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

23. DISQUALIFICATION OF BIDDERS

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

- A. Failure to use the specified Bid Form furnished by COUNTY.
- B. Lack of signature by an authorized representative.
- C. Failure to properly complete the Bid Form.
- D. Evidence of collusion among Bidders.
- E. Unauthorized alteration to content of the Bid Form.
- F. Failure to acknowledge all addenda issued

24. TIE-BIDS

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

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

25. NOTIFICATION OF INTENT TO AWARD

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

26. PROTESTS

- A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Purchasing Analyst, within five (5) business days after COUNTY issued a "Notification of Intent to Award" letter. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Analyst will issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Purchasing Manager its written notice of intent to appeal the decision to the BCC. The Purchasing Manager or their designee will notify the protestor of the date they may appear to present their appeal to the BCC. Protestor MUST submit to the Purchasing Manager fifteen (15) copies of any documents protestor intends to present to the BCC and all documents MUST be submitted ten (10) calendar days prior to the BCC meeting. The decision of the BCC will be final. The BCC is not required to consider protests unless this procedure is followed.
- B. Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to COUNTY who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:
  - 1. 25% of the total value of the bid submitted by Bidder filing the notice of protest; or
  - 2. \$250,000
- C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BCC makes a determination on the protest.
- D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BCC has made a determination on the protest and awards CONTRACT.

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- E. Neither the BCC nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.
- F. If the protest is upheld by the BCC, the bond posted or other security submitted with the notice of protest must be returned to Bidder who posted the bond or submitted the security. If the protest is rejected by the BCC, COUNTY may make a claim against the bond or other security in an equal amount to the expenses incurred by COUNTY because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

27. METHOD OF AWARD

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

28. LETTER OF AWARD

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

29. INITIAL TERM

The initial term of CONTRACT shall be from date of award through June 30, 2013.

30. CONTRACT RENEWAL

COUNTY reserves the option to renew CONTRACT for an additional three (3) 1-year period(s) from its expiration date.

31. CONTRACT EXTENSION

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

32. INSURANCE

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

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

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

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

33. FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.

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34. ANNUAL PERFORMANCE BOND

Prior to execution of CONTRACT, SUCCESSFUL BIDDER shall furnish an "Annual Performance Bond" in the amount of \$50,000. SUCCESSFUL BIDDER shall pay all premiums and costs of bonds. **The performance bond shall be written on the form provided by the COUNTY Attachment 4** SUCCESSFUL BIDDER shall require the attorney-in fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of their power of attorney. **The performance bond prepared by an appointed agent of insurance per the provisions of Nevada Revised Statutes Chapter 683A.** The performance bond must be issued by a certified surety who is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570, Current Revision) or companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies.

The performance bond for CONTRACT renewal years after the initial CONTRACT term shall be provided to COUNTY by SUCCESSFUL BIDDER and Surety jointly no less than thirty (30) calendar days prior to the expiration of the previous bond.

If a "Continuation Certificate" or a new performance bond in lieu of a "Continuation Certificate" is not provided as required, COUNTY may suspend performance immediately following the expiration of the current performance bond with no compensation due to SUCCESSFUL BIDDER and invoke liquidated damages or terminate CONTRACT.

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

35. LIQUIDATED DAMAGES - INSURANCE / PERFORMANCE BOND SUBMITTAL

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

36. OPERATIONAL SYSTEMS

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

37. ADDITIONAL BUILDINGS OR FACILITIES

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

38. ADDITIONAL REQUIREMENTS

Although particular COUNTY departments may be identified in the solicitation, unless otherwise documented in CONTRACT, other COUNTY departments may utilize the resulting CONTRACT upon approval by COUNTY Purchasing and Contracts Division. Each COUNTY Department or Division will issue a separate identifying Purchase Order.

39. COOPERATION BY SUCCESSFUL BIDDER(S)

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

40. PRICE ADJUSTMENT REQUESTS

Commencing on date of award, prices shall not be subject to change during the initial CONTRACT term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of SUCCESSFUL BIDDER'S expectation of price increase commencement, to the Clark County, Nevada, Finance Department, Purchasing Manager, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if SUCCESSFUL BIDDER has been notified in writing of COUNTY'S approval of the new Price(s). Only one (1) written price adjustment request(s) will be accepted from SUCCESSFUL BIDDER per twelve (12) month term after completion of initial CONTRACT term.

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41. STATE OF NEVADA LEGAL HOLIDAYS

SUCCESSFUL BIDDER is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31st falls on Friday.

Martin Luther King's Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Nevada Admission Day  
Veteran's Day  
Thanksgiving Day and the Friday After  
Christmas Day  
New Year's Day

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

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## II -GENERAL CONDITIONS

BID NO. 602211-11

### ANNUAL REQUIREMENTS CONTRACT FOR HVAC MAINTENANCE AND MINOR REPAIRS COUNTYWIDE

#### 1. ARBITRATION

All claims that may arise between COUNTY and SUCCESSFUL BIDDER concerning any provisions of CONTRACT which cannot be settled and which have not been waived by the making and acceptance of final payment or any progress payment may be submitted to and be determined and settled by arbitration in the manner set forth in this paragraph. Either COUNTY or SUCCESSFUL BIDDER may initiate arbitration by providing written notice of the arbitration, prior to commencement of litigation, to the party against whom a claim is being made. The party initiating arbitration shall appoint and name a party arbitrator in the notice of arbitration submitted to the party against whom the claim is made.

The notice of arbitration shall include the following:

- A. a formal demand by the party initiating arbitration that the dispute be referred to arbitration;
- B. the names, addresses and telephone numbers of the parties;
- C. a reference to any CONTRACT provisions from which the dispute arises;
- D. a plain description and complete statement of the claim and a showing of entitlement to relief;
- E. the relief or remedy sought and the amount money claimed;
- F. the notice of appointment and name, address and telephone number of a party arbitrator of the party initiating the claim;
- G. if SUCCESSFUL BIDDER is the initiating party and if the claim is made by a subcontractor, a written statement by SUCCESSFUL BIDDER that it agrees with the merits and amount of the claim; and
- H. if SUCCESSFUL BIDDER submits a total cost or modified total cost claim then SUCCESSFUL BIDDER must submit documents showing: 1) that the nature of the particular losses make it impossible or highly impractical to determine the losses with a reasonable degree of accuracy; 2) that the bid was realistic; 3) that the actual costs are reasonable; 4) that SUCCESSFUL BIDDER was not responsible for added expenses; and 5) that COUNTY, and not anyone else, is responsible for the additional cost.

The notice to arbitrate shall be null and void if it does not include the documents and information set forth in (a) through (i) above, or if received beyond the time allowed by statute for the presentation of a claim to the Board of County Commissioners or filing of a lawsuit, whichever occurs first, presenting the same claims as those presented in the notice to arbitrate. Within thirty (30) calendar days after receipt of such notice, the party receiving notice shall, in writing to the notifying party, appoint another arbitrator, and, in default of said second appointment, the arbitrator first appointed shall be sole arbitrator and shall proceed in the same manner as hereinafter provided for three arbitrators. When two arbitrators have been appointed as aforesaid, they shall, if possible, agree upon a third arbitrator and shall appoint by notice in writing, signed by both of them given to COUNTY and SUCCESSFUL BIDDER. If thirty (30) calendar days elapse after the appointment of the second arbitrator without notice of appointment of the third arbitrator being given, as aforesaid, then either party may, in writing, require that the American Arbitration Association or the Nevada Arbitration Association appoint the third arbitrator. Upon appointment of a third arbitrator, the three arbitrators shall meet without delay and shall proceed to a determination of the dispute in accordance with the construction industry rules of arbitration of the American Arbitration Association, and with the provisions of the Uniform Arbitration Act, NRS 38.015 B 38.205, inclusive. In the event of a conflict between the two, the Nevada Revised Statutes will prevail. The arbitration panel or arbitrator may authorize discovery as provided in NRS 38.08. The expedited procedures contained in the construction industry arbitration rules shall be utilized to the maximum extent possible.

Alternatively, in lieu of the appointment of three arbitrators as set forth above, the parties may stipulate to a sole arbitrator mutually agreeable to both parties. Upon appointment of a sole mutually agreeable arbitrator, the sole arbitrator shall proceed to a determination of the dispute in accordance with the procedure set forth in the previous paragraph.

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The decisions of the arbitrator/arbitrators shall be binding on both COUNTY and SUCCESSFUL BIDDER to the extent set forth under Nevada law. Judgment upon any arbitration award or an order for enforcement may be entered by any court having jurisdiction. COUNTY and SUCCESSFUL BIDDER shall each pay their own attorney's fees, party arbitrator fees and all costs and expenses associated with the arbitration including their own costs for preparation of and presentation of all claims prior to and through the arbitration period. The cost for the third arbitrator shall be assessed equally against both parties and shall be paid one-half by COUNTY and one-half by SUCCESSFUL BIDDER. Neither party shall be entitled to an award of interest.

SUCCESSFUL BIDDER shall carry on the work and maintain progress during any arbitration, court proceedings or any other dispute including those contained in this General Condition, unless otherwise mutually agreed upon in writing. Binding arbitration conducted in accordance with this General Condition shall take place in Clark County, Nevada.

2. ASSIGNMENT OF CONTRACTUAL RIGHTS

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

3. AUDITS

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

4. AUTHORITY

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

5. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

6. CLARK COUNTY'S PROPERTY

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

7. COLLECTION AND PAYMENT OF SALES TAX

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

8. COLLUSION AND ADVANCE DISCLOSURES

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

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

9. CONSUMPTION ESTIMATES

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



10. CONTRACT AMENDMENTS

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

11. DISCLOSURE OF OWNERSHIP / PRINCIPALS

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

12. DRUG-FREE WORKPLACE

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

13. EMPLOYMENT OF UNAUTHORIZED ALIENS

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

14. FEDERAL, STATE, LOCAL LAWS

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

15. FISCAL FUNDING OUT

COUNTY reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If COUNTY does not allocate funds to continue the purchase of the product or service, in accordance with NRS 354.826, CONTRACT shall be terminated when appropriated funds expire.

16. FORCE MAJEURE

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

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

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

18. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

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

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

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19. INDEMNITY

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

20. INVOICING

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

All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state, and zip code)
- C. Telephone Number
- D. Contact Person
- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. Clark County Purchase Order Number
- G. Company's Tax Identification Number
- H. Bid Number
- I. Itemized pricing and total amount due (excluding Sales and Use Tax)
- J. Percentage Discounts/ Payment Terms (if offered)
- K. Company's Invoice Number

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

21. INVOICE AUDITS

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

22. NON-DISCRIMINATION

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, age, disability, national origin, or any other protected status, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

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23. NON-ENDORSEMENT

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

24. OUT OF STATE SUPPLIERS

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

25. PARTIAL PAYMENTS

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

26. PATENT INDEMNITY

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

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

27. PUBLIC RECORDS

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

28. PURCHASE ORDERS

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

29. RIGHT OF INSPECTION AND REJECTION

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

30. SEVERABILITY

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

31. SUBCONTRACTS

Services specified in CONTRACT shall not be subcontracted by SUCCESSFUL BIDDER, without the written approval of COUNTY. Approval by COUNTY of SUCCESSFUL BIDDER'S request to subcontract or acceptance of or payment for subcontracted work by COUNTY shall not in any way relieve SUCCESSFUL BIDDER of responsibility for the professional and technical accuracy and adequacy of the services performed. SUCCESSFUL BIDDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of services performed under CONTRACT by SUCCESSFUL BIDDER'S subcontractor.

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32. SUBCONTRACTOR / INDEPENDENT CONTRACTOR

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

33. SUSPENSION BY THE COUNTY FOR CONVENIENCE

1. COUNTY may, without cause, order SUCCESSFUL BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as COUNTY may determine.
2. In the event COUNTY suspends performance of SUCCESSFUL BIDDER for an aggregate period in excess of sixty (60) calendar days, SUCCESSFUL BIDDER shall be entitled to an equitable adjustment of the compensation payable to SUCCESSFUL BIDDER under this Bid to reimburse SUCCESSFUL BIDDER for additional costs occasioned as a result of such suspension of performance by COUNTY. Equitable adjustment shall be based on appropriated funds and approval by COUNTY.
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.

34. TAXES

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

35. TERMINATION FOR CAUSE

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

36. TERMINATION FOR CONVENIENCE

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

37. TITLE AND RISK OF LOSS

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

38. USE BY OTHER GOVERNMENT ENTITIES

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

39. WARRANTY

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

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### III - SPECIAL CONDITIONS

BID NO. 802211-11

#### ANNUAL REQUIREMENTS CONTRACT FOR HVAC MAINTENANCE AND MINOR REPAIRS COUNTYWIDE

\_\_\_\_\_  
Name of Firm

1. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

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

- A. SUCCESSFUL BIDDER shall designate a Project Manager to provide contract management and oversight. Provide name, phone number and e-mail address of Project Manager. Should another Project Manager be assigned during the term of this CONTRACT, it is SUCCESSFUL BIDDER'S responsibility to notify COUNTY, in writing, within ten (10) calendar days of the change;
- B. Copies of certificates of training showing completion of the EPA Universal Type Training for the proper handling of refrigerants for all technicians performing HVAC services on COUNTY'S property. Any new employee hired by SUCCESSFUL BIDDER, shall be required to submit to COUNTY; copies of above mentioned documents prior to working on COUNTY'S property;
- C. Copies of all certificates of factory or in-house training classes for SUCCESSFUL BIDDER'S employees assigned to perform services on COUNTY'S equipment or property;
- D. Copies of the last calibration reports for all gauges and test equipment to be used on COUNTY'S equipment from a national certified testing facility. Copies of the annual calibration reports shall be submitted thirty (30) calendar days prior to CONTRACT renewal;
- E. Address and contact information of local factory authorized station or representative;
- F. Name, address and phone number of three (3) firms, including government agencies, in the Las Vegas, Nevada area for which SUCCESSFUL BIDDER is currently performing for or has performed services in like kind to those specified in this Bid;
- G. Copy of applicable Contractor's license showing SUCCESSFUL BIDDER in good standing;
- H. Completed "Disclosure of Ownership" form; and
- I. A copy of current applicable Clark County Business License. ENGLISH SPEAKING REPRESENTATIVE

COUNTY requires SUCCESSFUL BIDDER have one person capable of clear communication in the English language on site at all times during the hours that service is required. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

3. SERVICE WORKERS' BACKGROUND INVESTIGATION

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

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

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

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After the Records Check has been given to COUNTY'S representative for review and has been approved by COUNTY, SUCCESSFUL BIDDER shall be responsible for supplying all personnel accessing COUNTY'S facilities, with a Clark County Supplier Identification Badge, which shall be worn in a visible place on the person at all times when on COUNTY'S property. Some facilities may require SUCCESSFUL BIDDER'S employees to swipe their badges for access. SUCCESSFUL BIDDER shall be responsible for obtaining new Record Checks and Clark County Supplier Identification Badge(s) for any new employee that will be assigned to accessing COUNTY'S facilities. The same protocol for approval applies. SUCCESSFUL BIDDER'S employees no longer assigned to perform services shall surrender their identification badge for immediate return to COUNTY for deactivation. SUCCESSFUL BIDDER shall be responsible for all fees associated with obtaining the badges and record checks. Clark County Supplier Identification badges and access cards remain the property of Clark County. Each is separately issued to an individual and cannot be shared or transferred. Misuse of identification and access cards may be cause for termination of CONTRACT.

Clark County Supplier Identification Badge is valid for only one (1) year from date of issue. SUCCESSFUL BIDDER'S employees shall contact designated representative to coordinate SCOPE and NCIC background checks and for Supplier Badge Issuance annually. SUCCESSFUL BIDDER'S employees will not be allowed entry into COUNTY'S facilities with an expired Supplier Identification Badge.

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

4. SERVICE PROVIDER REQUIREMENTS

- A. SUCCESSFUL BIDDER'S employees performing under CONTRACT shall be qualified and fully certified to maintain equipment properly and to industry standard, using all reasonable care, and acceptable workman-like practices;
- B. SUCCESSFUL BIDDER'S employees assigned to perform under CONTRACT must have at least four (4) years of experience. Replacement employees must also meet the four (4) years of experience qualification unless SUCCESSFUL BIDDER receives a waiver in writing from COUNTY to approve an employee with less than four (4) years of experience;
- C. SUCCESSFUL BIDDER shall have a minimum of four (4) certified factory trained service technicians, for each type of equipment specified herein on call duty at all times; and
- D. SUCCESSFUL BIDDER is required to maintain all required licensing and certifications to provide services at all of COUNTY'S facilities contained herein.

5. LOCAL FACILITY

A. Service Station

SUCCESSFUL BIDDER shall maintain a local service station. The station shall be capable of (servicing, repairing and installing component parts, troubleshooting, repairing and maintaining) COUNTY'S equipment, to be verified by COUNTY'S representative. Non-compliance with this Section may result in termination of CONTRACT.

6. F.O.B. DESTINATION - FREIGHT PRE-PAID

SUCCESSFUL BIDDER shall pay all freight charges. SUCCESSFUL BIDDER shall file all claims and bears all responsibility for the products from the point of origin to COUNTY'S destination. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.

7. DELIVERY, UNLOADING AND STORAGE

SUCCESSFUL BIDDER shall receive, unload, store in a secure place, and deliver from storage to the work site all materials and equipment required for the performance of the CONTRACT. The storage facilities and methods of storing shall meet COUNTY'S approval. Materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by SUCCESSFUL BIDDER.

8. INSTALLATION

SUCCESSFUL BIDDER shall be responsible for all installation, including the removal of all residual packing or shipping materials. If requested, an authorized factory representative for SUCCESSFUL BIDDER shall be present during installation, at no charge to COUNTY.

9. TRAINING

Training, in the form of orientation, shall be provided to COUNTY'S personnel by a qualified factory representative or the SUCCESSFUL BIDDER'S personnel, in the proper operation techniques, including care and maintenance equipment.

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**IN THE SUPREME COURT OF THE STATE OF NEVADA**

**BOMBARDIER TRANSPORTATION  
(HOLDINGS) USA INC.,**

**Appellant,**

**v.**

**NEVADA LABOR COMMISSIONER;  
THE INTERNATIONAL UNION OF  
ELEVATOR CONSTRUCTORS; and  
CLARK COUNTY,**

**Respondents.**

**Case No. 71101** Electronically Filed  
Nov 06 2017 03:50 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**APPELLANT BOMBARDIER TRANSPORTATION  
(HOLDINGS) USA INC.'S APPENDIX**

**VOLUME 13**

**ER2990-ER3239**

**JACKSON LEWIS P.C.**

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(702) 921-2460

*Attorneys for Appellant*

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**TASK 102 – SYSTEM SAFETY PROGRAM PLAN****102.1 PURPOSE.**

The purpose of Task 102 is to develop a System Safety Program Plan (SSPP). It shall describe in detail tasks and activities of system safety management and system safety engineering required to identify, evaluate, and eliminate/control hazards, or reduce the associated risk to a level acceptable to the Owner throughout the system life cycle. The accepted plan provides a formal basis of understanding between the Supplier and Owner on how the system safety program will be executed to meet contractual requirements, including general and specific provisions.

**102.2 TASK DESCRIPTION**

The Supplier shall develop a SSPP to provide a basis of understanding between the Supplier and the Owner as to how the system safety program will be accomplished to meet contractual safety requirements included in the general provisions of the contract. The accepted plan shall, on an item-by-item basis, account for all contractually required tasks and responsibilities, including those in the Statement of Work (SOW). The SSPP shall include the following:

**102.2.1 Program Scope and Objectives**

Each SSPP shall describe, as a minimum, the four elements of an effective system safety program: a planned approach for task accomplishment, qualified people to accomplish tasks, authority to implement tasks through all levels of management, and appropriate commitment of resources (both manning and funding) to assure tasks are completed. The SSPP shall define a program to satisfy the system safety requirements imposed by the Contract. This section shall:

- A. Describe the scope of the overall program and the related system safety program.
- B. List the tasks and activities of system safety management and engineering. Describe the interrelationships between system safety and other functional elements of the program. List the other program requirements and tasks applicable to system safety and identify where they are specified or described.
- C. Account for all contractually required safety tasks and responsibilities. A matrix shall be provided to correlate the requirements of the Contract to the location in the SSPP where the requirement is addressed.

**102.2.2 System Safety Organization**

The SSPP shall describe:

- A. The system safety organization or function within the organization of the total program using charts to show the organizational and functional relationships, and lines of communication. The organizational relationship between other functional elements having responsibility for tasks with system safety impacts and the system safety management and engineering organization shall be shown. Review and acceptance authority of applicable tasks by system safety shall be described.
- B. The responsibility and authority of system safety personnel, other supplier organizational elements involved in the system safety effort, subcontractors, and system safety groups. Describe the methods by which safety personnel may raise issues of concern directly to the program manager or the program manager's supervisor within the corporation. Identify the organizational unit responsible for executing each task. Identify the authority in regard to resolution of all identified hazards.
- C. The staffing of the system safety organization for the duration of the Contract to include manpower loading, control of resources and a summary of the qualifications of key

system safety personnel assigned to the effort, including those who possess coordination/acceptance authority for Supplier prepared documentation.

- D. The procedures by which the Supplier will integrate and coordinate the system safety efforts including assignment of the system safety requirements to action organizations and subcontractors, coordination of subcontractor system safety programs, integration of hazard analyses, program and design reviews, program status reporting, and system safety groups.
- E. The process through which supplier management decisions will be made including timely notification of unacceptable risks, necessary action, incidents or malfunctions, waivers to safety requirements, program deviations, etc.
- F. Details of how resolution and action relative to system safety will be effected at the program management level possessing resolution authority.

**102.2.3 System Safety Program Milestones**

The SSPP shall:

- A. Define system safety program milestones. Relate these to major program milestones, program element responsibility, and required inputs and outputs.
- B. Provide a program schedule of safety tasks including start and completion dates, reports, and reviews.
- C. Identify subsystem, component, software safety activities as well as integrated system level activities (i.e., design analyses, tests, and demonstrations) applicable to the system safety program but specified in other engineering studies and development efforts to preclude duplication.
- D. Provide the estimated manpower loading required to complete each task.

**102.2.4 General System Safety Requirements and Criteria**

The SSPP shall:

- A. Describe general engineering requirements and design criteria for safety. Describe safety requirements for support equipment and operational safety requirements for all appropriate phases of the life cycle. List the safety standards and system specifications containing safety requirements that shall be complied with by the supplier. Include titles, dates, and where applicable, paragraph numbers.
- B. Describe the risk assessment procedures. The hazard severity categories, hazard probability levels, and the system safety precedence that shall be followed to satisfy the safety requirements of the program. State any qualitative or quantitative measures of safety to be used for risk assessment including a description of the acceptable/unacceptable risk levels. Include system safety definitions, which modify, deviate from or are in addition to those in this standard.
- C. Describe closed-loop procedures for taking action to resolve identified unacceptable risk including those involving non-developmental items.

**102.2.5 Hazard Analysis**

The SSPP shall describe:

- A. The analysis techniques and formats to be used in qualitative or quantitative analysis to identify hazards, their causes and effects, hazard elimination, or risk reduction requirements and how those requirements are met.

- B. The depth within the system to which each technique is used including hazard identification associated with the system, subsystem, components, software, hazardous materials, personnel, support equipment, and facilities and their interrelationship in the logistic support, training, maintenance and operational environments.
- C. The integration of subcontractor hazard analyses with overall system hazard analyses.
- D. Efforts to identify and control hazards associated with materials used during the system's life cycle.

**102.2.6 System Safety Data**

The SSPP shall:

- A. Describe the approach for collecting and processing pertinent historical hazard, mishap, and safety lessons learned, data.
- B. Identify deliverable data by title and number, and means of delivery (e.g. hard copy, electronically, etc.).
- C. Identify non-deliverable system safety data and describe the procedures for accessibility by the Owner and retention of data of historical value.

**102.2.7 Safety Verification**

The SSPP shall describe:

- A. The verification (test, analysis, inspection, etc.) requirements for making sure that safety is adequately demonstrated. Identify any certification requirements for software, safety devices or other special safety features.
- B. Procedures for making sure safety-related verification information is transmitted to the Owner for review and analysis.
- C. Procedure for ensuring the safe conduct of all tests.

**102.2.8 Audit Program**

The SSPP shall describe the techniques and procedures to be employed by the supplier to make sure the objectives and requirements of the system safety program are being accomplished.

**102.2.9 Training**

The SSPP shall describe the safety training for engineering, technician, operating and maintenance personnel.

**102.2.10 Incident Reporting**

The supplier shall describe in the SSPP the mishap/incident alerting/notification, investigation and reporting process including notification of the Owner.

**102.2.11 System Safety Interfaces**

The SSPP shall identify, in detail:

- A. The interface between system safety, systems engineering, and all other support disciplines such as: maintainability, quality control, reliability, software development, human factors engineering, medical support (health hazard assessments), and any others.
- B. The interface between system safety and all system integration and test disciplines.

**TASK 202 – PRELIMINARY HAZARD ANALYSIS****202.1 PURPOSE**

The purpose of Task 202 is to perform and document a Preliminary Hazard Analysis (PHA) to identify safety critical areas, to provide an initial assessment of hazards, and to identify requisite hazard controls and follow-on actions.

**202.2 TASK DESCRIPTION**

The supplier shall perform and document a preliminary hazard analysis to obtain an initial risk assessment of a concept or system. Based on the best available data, including mishap data (if assessable) from similar systems and other lessons learned, hazards associated with the proposed design or function shall be evaluated for hazard severity, hazard probability, and operational constraint. Safety provisions and alternatives needed to eliminate hazards or reduce their associated risk to a level acceptable to the Owner shall be included. The PHA shall consider the following for identification and evaluation of hazards as a minimum:

- A. Hazardous components (e.g., fuels, propellants, explosives, toxic substances, hazardous materials, pressure systems, and other energy sources).
- B. Safety related interface considerations among various elements of the system (e.g., material compatibilities, electromagnetic interference, inadvertent activation, fire/explosive initiation and propagation, and hardware and software controls). This shall include consideration of the potential contribution by software (including software developed by other suppliers/sources) to subsystem/system mishaps. Safety design criteria to control safety-critical software commands and responses (e.g., inadvertent command, failure to command, untimely command or responses, inappropriate magnitude, or Owner-designated undesired events) shall be identified and appropriate action taken to incorporate them in the software (and related hardware) specifications.
- C. Environmental constraints including the operating environments (e.g., drop, shock, vibration, extreme temperatures, noise, exposure to toxic substances, health hazards, fire, electrostatic discharge, lightning, electromagnetic and environmental effects).
- D. Operating, test, maintenance, built-in-tests, diagnostics, and emergency procedures (e.g., human factors engineering, human error analysis of operator functions, tasks, and requirements; effect of factors such as equipment layout, lighting requirements, potential exposures to toxic materials, effects if noise or radiation on human performance; life support requirements and their safety implications, crash safety, egress and rescue. Those test unique hazards that will be a direct result of the test and evaluation of the article or vehicle.
- E. Facilities, real property installed equipment, support equipment (e.g., provisions for storage, assembly, checkout, proof-testing of hazardous systems/assemblies which may involve toxic, flammable, explosive, corrosive or cryogenic materials/wastes; radiation or noise emitters; electrical power sources) and training (e.g. training and certification pertaining to safety operations and maintenance).
- F. Safety related equipment, safeguards, and possible alternate approaches (e.g., interlocks; system redundancy; fail safe design considerations using hardware or software controls; subsystem protection; fire detection and suppression systems; personal protective equipment; heating, ventilation, and air-conditioning; and noise or radiation barriers).
- G. Malfunctions to the system, subsystems, or software. Each malfunction shall be specified, the causing and resulting sequence of events determined, the degree of hazard determined, and appropriate specification and /or design changes developed.

**TASK 204 – SUBSYSTEM HAZARD ANALYSIS****204.1 PURPOSE**

The purpose of Task 204 is to perform and document a Subsystem Hazard Analysis (SSHA) to: verify subsystem compliance with safety requirements contained in subsystem specifications and other applicable documents; identify previously unidentified hazards associated with the design of subsystems including component failure modes, critical human error inputs, and hazards resulting from functional relationships between components and equipment comprising each subsystem; recommend actions necessary to eliminate identified hazards or control their associated risk to acceptable levels.

**204.2 TASK DESCRIPTION**

The Supplier shall perform and document a subsystem hazard analysis to identify all components and equipment that could result in a hazard or whose design does not satisfy contractual safety requirements. This will include equipment furnished by others, non-developmental items, and software. Areas to consider are performance, performance degradation, functional failures, timing errors, design errors or defects, or inadvertent functioning. The human shall be considered a component within a subsystem, receiving both inputs and initiating outputs, during the conduct of this analysis.

**204.2.1**

The analysis shall include a determination:

- A. Of the modes of failure including reasonable human errors as well as single point and common mode failures, and the effects on safety when failures occur in subsystem components.
- B. Of potential contribution of hardware and software (including that which is developed by other contractors/sources) events, faults, and occurrences (such as improper timing) on the safety of the subsystem.
- C. That the safety design criteria in the hardware, software, and facilities specification(s) have been satisfied.
- D. That the method of implementation of hardware, software, and facilities design requirements and corrective actions has not impaired or decreased the safety of the subsystem nor has it introduced any new hazards or risks.
- E. Of the implementation of safety design requirements from top-level specifications to detailed design specifications for the subsystem. The implementation of safety design requirements developed as part of the PHA shall be analyzed to ensure that it satisfies the intent of the requirements.
- F. Of test plan and procedure recommendations to integrated safety testing into the hardware and software test programs.
- G. That system level hazards attributed to the subsystem are analyzed and that adequate control of the potential hazard is implemented in the design.

**204.2.2**

If no specific analysis techniques are directed or if Supplier recommends that a different technique than specified by the Owner should be used, the Supplier shall obtain Owner acceptance of technique(s) to be used prior to performing the analysis.

**204.2.3**

When software to be used in conjunction with the subsystem is being developed under DOD-STD-2167 and DOD-STD-2168; or MIL-STD-1679 or other development documents; the supplier performing the SSHA shall monitor, obtain and use the output of each phase of the formal software development process in evaluating the software contribution to the SSHA. Problems identified which require the reaction of the software developer shall be reported to the Owner in time to support the ongoing phase of the software development process.

**204.2.4**

The Supplier shall update the SSHA as a result of any system design changes, including software design changes, which affect system safety.

**TASK 205 – SYSTEM HAZARD ANALYSIS****205.1 PURPOSE**

The purpose of Task 205 is to perform and document a System Hazard Analysis (SHA) to: verify system compliance with safety requirements contained in system specifications and other applicable documents; identify previously unidentified hazards associated with the subsystem interfaces and system functional faults; assess the risk associated with the total system design, including software, and specifically of the subsystem interfaces; and recommend actions necessary to eliminate identified hazards and/or control their associated risk to acceptable levels.

**205.2 TASK DESCRIPTION**

The Supplier shall perform and document a system hazard analysis to identify hazards and assess the risk of the total system design, including software, and specifically of the subsystem interfaces.

**205.2.1**

This analysis shall include a review of subsystems interrelationships for:

- A. Compliance with specified safety design criteria.
- B. Possible independent, dependent, and simultaneous hazardous events including systems failures; failures of safety devices; common cause failures and events; and system interactions that could create a hazard or result in an increase in mishap risk.
- C. Degradation in the safety of a subsystem or the total system from normal operation of another subsystem.
- D. Design changes that affect subsystems.
- E. Effects of reasonable human errors.
- F. Determination:
  - 1. Of potential contribution of hardware and software (including that which is developed by other suppliers/sources, or Commercial Off-The-Shelf hardware or software) events, faults and occurrences (such as improper timing) on safety of the system.
  - 2. That the safety design criteria in the hardware, software, and facilities specification(s) have been satisfied.
  - 3. That the method of implementation of the hardware, software, and facilities design requirements and corrective actions has not impaired or degraded the safety of the system nor has introduced any new hazards.

**205.2.2**

If no specific analysis techniques are directed or if the Supplier recommends that a different technique than specified by the Owner should be used, the Supplier shall obtain Owner acceptance of technique(s) to be used prior to performing the analysis. The SHA may be combined with and/or performed using similar techniques to those used for the SSHA.

**205.2.3**

When software to be used in conjunction with the system is being developed, the Supplier performing the SHA shall monitor, obtain, and use the output of each phase of the formal software development process in evaluating the software contribution to the SHA. Problems identified which require the reaction of the

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**McCarran International Airport**

**Leg C and Leg D Rehabilitation**

software developer shall be reported to the Owner in time to support the ongoing phase of the software development process.

**205.2.4**

The Supplier shall update the SHA as a result of any system design changes, including software design changes, which affect system safety.



**TASK 206 – OPERATING AND SUPPORT HAZARD ANALYSIS****206.1 PURPOSE**

The purpose of Task 206 is to perform and document an Operating and Support Hazard Analysis (O&SHA), to evaluate activities for hazards or risks introduced into the system by operational and support procedures and to evaluate adequacy of operational and support procedures used to eliminate, control, or abate identified hazards or risks.

**206.2 TASK DESCRIPTION**

The Supplier shall perform and document an O&SHA to examine procedurally controlled activities. The O&SHA identifies and evaluates hazards resulting from the implementation of operations or tasks performed by persons, considering: the planned system configuration/state at each phase of activity; the facility interfaces; the planned environments (or ranges thereof); the supporting tools or other equipment, including software controlled automatic test equipment, specified for use; operational/task sequence, concurrent task effects and limitations; biotechnological factors, regulatory or contractually specified personnel safety and health requirements; and the potential for unplanned events including hazards introduced by human errors. The human shall be considered an element of the total system, receiving both inputs and initiating outputs during the conduct of this analysis. The O&SHA must identify the safety requirements (or alternatives) needed to eliminate or control identified hazards, or to reduce the associated risk to a level that is acceptable under either regulatory or contractually specified criteria.

**206.2.1**

The analysis shall identify:

- A. Activities which occur under hazardous conditions, their time periods, and the actions required to minimize risk during these activities/time periods.
- B. Changes needed in functional or design requirements for system hardware/software, facilities, tooling, or support/test equipment to eliminate or control hazards or reduce associated risks.
- C. Requirements for safety devices and equipment, including personnel safety and life support equipment.
- D. Warnings, cautions, and special emergency procedures (e.g., egress, rescue, escape, render safe, etc.), including those necessitated by failure of a computer software-controlled operation to produce the expected and required safe result or indication.
- E. Requirements for packaging, handling, storage, transportation, maintenance, and disposal of hazardous materials.
- F. Requirements for safety training and personnel certification.
- G. Effects of non-developmental hardware and software across the interface with other system components or subsystems.
- H. Potentially hazardous system states under operator control.

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**206.2.2**

The O&SHA shall document system safety assessment of procedures involved in: system production, deployment, installation, assembly, test, operation, maintenance, servicing, transportation, storage and modification.

**206.2.3**

If no specific analysis techniques are directed or if the Supplier recommends that a different technique than specified by the Owner should be used, the Supplier shall obtain Owner acceptance of technique(s) to be used prior to performing the analysis.

**206.2.4**

The Supplier shall update the O&SHA as a result of any system design or operational changes.

Exhibit No. CCx14  
Witness R. Walker  
Date 6/26/13

KWD OOR# 711

**CONTRACT FOR  
RFP NO. 06-001  
SHUTTLE BUS OPERATIONS AND MAINTENANCE**

03000

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ER3000

SHUTTLE BUS OPERATIONS AND MAINTENANCE (hereinafter "**Contract**") entered into in the County of Clark, State of Nevada, this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between Clark County, Nevada (hereinafter "**Owner**") and \_\_\_\_\_ (hereinafter "**Contractor**") is for the operation of a shuttle bus service between the terminal(s) at McCarran International Airport (hereinafter "**Airport**") and the Consolidated Car Rental Facility (hereinafter "**CCRF**") and for the performance of repairs and maintenance on the bus fleet.

WITNESSETH:

**WHEREAS**, the Owner owns and operates the Airport and the CCRF; and

**WHEREAS**, the CCRF is being built on Airport-owned land, southwest of the Airport and will be the site where all on-Airport rental car transactions will be performed; and

**WHEREAS**, shuttle bus services to and from the Airport to the CCRF are essential for transporting passengers arriving at and departing from the Airport and the provision of such services serves a public purpose; and

**WHEREAS**, the Contractor submitted a qualified Proposal and has been subject to the appropriate evaluation process as stated in the Request for Proposal; and

**WHEREAS**, the Owner has evaluated the Contractor's Proposal and, in reliance on the representations made by the Contractor therein, the Owner has awarded to the Contractor this Contract with the intent that Contractor perform the services required hereunder with the highest level of customer service and in accordance with the demand levels of the Airport rental car market; and

**WHEREAS**, the Owner is purchasing forty (40) diesel buses and building a bus maintenance facility for the Contractor to use in order to perform the work required under this Contract,

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

**ARTICLE 1 – DEFINITIONS**

*"Aviation Director"* means the Clark County Aviation Director or his/her designated representative.

*"Bus(es)"* means the fleet of vehicles provided by the Owner for the Contractor to use to perform the shuttle services called for in this Contract.

*"Bus Maintenance Facility" or "Premises"* means the area shown in Attachment 4.5, which shall be occupied by the Contractor to be used for the purpose of performing the services required under this Contract

"Contract Year" means the twelve-month period beginning on DBO and ending twelve months later.

"Date of Beneficial Occupancy" or "DBO" means the date established by the Owner when the CCRF opens and rental car operations begin there. For the purpose of this Contract, the Contractor will initiate the shuttle bus service on the Date of Beneficial Occupancy. The Owner will provide notice of the Date of Beneficial Occupancy of the CCRF to the Contractor when that date is available. The Owner may change the Date of Beneficial Occupancy at its discretion with appropriate notice to the Contractor at no cost.

"Environmental Laws" means any one or all of the following as the same are amended from time to time:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT  
(42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6941 et seq.)

TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. Section 2601 et seq.)

SAFE DRINKING WATER ACT (42 U.S.C. Section 300h et seq.)

CLEAN WATER ACT (33 U.S.C. Section 1251 et seq.)

CLEAN AIR ACT (U.S.C. Section 7401 et seq.)

SANITATION (Nevada Revised Statutes, Chapter 444)

NEVADA WATER POLLUTION CONTROL LAW (Nevada Revised Statutes 445.131 through 445.399)

HAZARDOUS MATERIALS, INCLUDING UNDERGROUND STORAGE TANK REGULATIONS  
(Nevada Revised Statutes, Chapter 459)

NEVADA OCCUPATIONAL SAFETY AND HEALTH ACT (Nevada Revised Statute 618)

and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the Federal, State or local government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water and land use, including sub-strata land.

"Furniture & Systems" or "F&S" means the Contractor's personal property that is not affixed to any permanent structure or is affixed in a way that it can be removed without damaging the structure.

"Hazardous Material" means the definitions of hazardous substance, hazardous material, toxic substance, regulated substance, or solid waste as defined within the following:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6901 et seq.)

HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. Section 1801 et seq.)

DEPARTMENT OF TRANSPORTATION TABLE (49 C.F.R. Section 172.101) and amendments thereto.

ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 302 and amendments thereto)

TRANSPORTATION OF HAZARDOUS MATERIALS BY MOTOR VEHICLE (Nevada Revised Statutes 459.700 through 459.780)

and all present or future regulations promulgated thereto.

All substances, materials, and wastes that are, or that become, regulated under, or that are classified as hazardous or toxic under any environmental law, whether such laws are federal, state, or local.

*"Improvements"* means any structures, systems, signage and fixtures intended to remain with the structure of the Premises.

*"Initial Term"* means the period from date of award until DBO.

*"Primary Term"* means the period beginning on DBO and ending either three (3) years later or at the expiration of any option term(s) exercised by the Aviation Director as stated in Section 2.3 herein. During the Primary Term, the Contractor will be performing all of its obligations under the Contract, except those obligations required during the Initial Term only.

*"Release,"* means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any hazardous waste as defined hereinabove.

*"Request for Proposal"* or *"RFP"* means the selection process used to select the Contractor.

*"Shuttle Bus Hourly Schedule"* means the documents created by the Contractor and approved by the Aviation Director that aggregates and distributes the number of bus service hours that the Contractor will deliver on a month to month basis.

## **ARTICLE 2 - TERM**

### **2.1 Initial Term**

Subject to earlier termination as hereinafter provided, the Initial Term of this Contract shall commence on date of award and end on DBO. During the Initial Term the Contractor will perform services in accordance with Section 3.2 herein.

### **2.2 Primary Term**

Subject to earlier termination of the Contract as provided herein, the Primary Term of this Contract will begin on DBO and end three (3) years later or at the expiration of any option as described in Section 2.3 below.

### **2.3 Option**

The Aviation Director, in his/her sole discretion, may exercise on behalf of the Owner, four (4) options for up to an additional three (3) years of service for each option period. If the Aviation Director exercises any of these options, the responsibilities of the Primary Term and all the terms and conditions of this Contract will govern the option period(s). Adjustments in price and compensation will be in accordance with Section 7 herein.

## **ARTICLE 3 - CONTRACTOR SCOPE OF WORK**

### **3.1 General**

The Contractor shall be responsible for the day-to-day operation and management of the shuttle bus service that will transport customers between the Airport terminals and the CCRF along the routes shown on Attachments 2.1 - 2.3. Contractor understands and acknowledges that it is imperative that the shuttle bus service be run efficiently and responsively. Contractor covenants to operate continuously the shuttle bus services during the Primary Term of this Contract, and its failure to do so shall constitute an event of default. The failure to comply with this covenant of continuous operation shall not be excused or waived by reason of Contractor's failure to realize or achieve targeted revenue forecasts or goals for any period of time during the Primary Term of this Contract.

### **3.2 Initial Term Responsibilities**

In addition to the work required of the Contractor that is detailed elsewhere in this Contract to be performed during the Primary Term, the following are responsibilities specific to the period prior to DBO that must be performed in a most timely manner so as to contribute to a smooth transition and initiation of shuttle bus service. Where there is no fixed date of delivery or performance, the Owner will direct the Contractor when to commence the responsibilities listed below.

1. The Contractor shall recruit, select, hire, and train, the personnel necessary to fulfill the requirements. This shall be accomplished prior to DBO.
2. To the extent possible the Contractor may assist the Owner in accepting delivery of the Buses and shall conduct inspections of the Buses and test-drive the Buses as they arrive from the manufacturer. The Contractor must also drive the Buses every two weeks after the acceptance of delivery and perform any necessary routine maintenance on the Buses in accordance with all the manufacturer's requirements and suggestions in order to maintain the fleet in like-new condition until DBO and the commencement of shuttle bus services.

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3. The Contractor shall insure that the Premises and all equipment contained therein are fully prepared to allow the Contractor to fulfill the Primary Term requirements of this Contract. This will include obtaining or maintaining appropriate inventory levels of supplies (including but not limited to oil, spare parts, cleaning supplies) needed to fulfill the requirements of the Contract.
4. The Contractor will also perform any services, functions, activities, or tasks not specifically described herein, but which are required to fulfill the requirements of this Contract at the commencement of shuttle bus services to and from the CCRF.
5. At least thirty (30) days prior to the commencement of the Primary Term, the Aviation Director will provide the Contractor with estimated peak passenger counts. The Contractor will have fifteen (15) days to update its Staffing Plan, including a schedule of Shuttle Bus Drivers, Managers, and other staff, in order to comply with the requirements of the Primary Term, and Section 3.3 in particular, and deliver that STAFFING PLAN to the Owner. The Owner will review the Staffing Plan and within fifteen (15) days it will either approve it or amend it and return the Staffing Plan to the Contractor.
6. Contractor must submit a Customer Service Plan listing the frequency and time frame for conducting customer service training for its employees. The Customer Service Plan shall be submitted for review and approval by the Aviation Director thirty (30) days prior to the commencement of the Primary Term and shall include a training manual defining employee conduct, appearance, and how employees should handle customer complaints. All of the Contractor's personnel responsible for handling customer complaints should be well versed and trained in dealing effectively with customers in all areas from problem identification to complaint resolution. Emphasis should be on empathizing with the particular situation and assisting the customers in resolving the complaint.

The Contractor shall revise the plan as necessary, at the direction of the Aviation Director, in order to continue to meet the Owner's customer service requirements throughout the Primary Term of the Contract.

7. No later than forty five (45) days prior to the commencement of the Primary Term, Contractor shall submit to the Owner a Management/Operations Plan describing in specific detail the strategies, policies, and procedures to be used by the Contractor in providing the shuttle bus service at the Airport. Specifically, the plan shall include practices for operating in compliance with the Americans with Disabilities Act (ADA) as well as any other strategies envisioned by the Contractor to meet the Owner's goal of providing superior customer service. The plan shall also include a written schedule setting forth the preventive maintenance required for the Buses utilized. The plan shall address any quality control measures to be undertaken. The plan shall include a proposed general prevailing rate of wages for all Contractor's bus drivers and customer service staff performing services under this Contract which rate shall meet or exceed the wage proposed in the Contractor's RFP response, and the Contractor's commitment to use Owner-certified M/WBE firms when feasible.

This plan will become part of this Contract as if fully set forth herein. The Contractor shall keep the plan updated and the Aviation Director, at any time during the Primary Term, may monitor compliance with the plan and require its updating.

8. No later than thirty (30) days prior to the commencement of the Primary Term, Contractor shall submit to the Owner its proposed Shuttle Bus Hourly Schedule for first year of operation for the Aviation Director's approval. The Director of Aviation will review the Shuttle Bus Hourly Schedule, and within fifteen (15) days it will either approve it or, amend it and return the Staffing Plan to the Contractor.
9. No later than forty five (45) days prior to the commencement of the Primary Term, the Contractor shall submit for the Aviation Director's approval an Employee Training Manual which details the Contractor's employee training program as stated in Section 4.1 herein. The Aviation



Director will review the Employee Training Manual, and within fifteen (15) days he/she will either approve it or amend it and return the Employee Training Manual.

#### Initial Term Schedule of Deliverables

	Days before DBO
Management/Operations Plan	45
Shuttle Bus Schedule	30
Employee Training Manual	45
Employee Staffing Plan	30
Customer Service Plan	30

### 3.3 Operation of Shuttle Buses

Contractor will provide shuttle bus service to and from the Airport terminals and the CCRF for up to 24 hours a day, seven days a week as needed for efficient Airport operations, or as directed by the Aviation Director. The common fleet shall operate at a maximum customer-waiting period of five (5) minutes at all times. The Contractor will reference Airport flight schedules in order to comply with the five (5) minute maximum customer waiting time during all hours of operation. It is important to note that the service measure is a combination of headway and time waiting on the curb.

The Contractor will program and deliver the shuttle bus service in accordance with the Shuttle Bus Hourly Schedule and in a manner that will allow for the appropriate handling of peak demand hours and address route irregularities and emergencies flexibly and expeditiously by adjusting the number and timing of the Buses according to Airport conditions and customer demand.

The Contractor shall provide the Owner with written reports to confirm bus frequency compliance and tracking of the Shuttle Bus Hourly Schedule and include them in its monthly report as required under Section 7.8 herein.

The Contractor shall provide all equipment, personnel, materials, supervision and items necessary to perform the shuttle bus service. Contractor shall keep on file an updated Operations Plan that will include the detail and track the performance of the bus service. At any time throughout the Primary Term, the Aviation Director, in his/her sole discretion, may adjust the Shuttle Bus Hourly Schedule by advising the Contractor in writing one (1) calendar day before the adjustment is to take effect.

### 3.4 Bus Towing

In the event that a Bus suffers a mechanical malfunction which prevents its operation, the Contractor shall immediately provide, or cause to be provided, road and towing service 24 hours a day, seven days a week. A substitute Bus will be provided within fifteen (15) minutes of the malfunction to transport the passengers to their destination.

### 3.5 Bus Tracking

The Owner may, at any time throughout the term, install or implement existing Airport vehicle identification or global positioning systems to be used in monitoring and maximizing Bus shuttle performance. The Owner also reserves the right, at any time throughout the Term to request the Contractor to collect ridership data after providing the Contractor with five (5) days prior notice. This should be done at no additional cost to OWNER.

### 3.6 Emergency Response

In the event of an emergency and/or special need on the Airport, as determined by the Aviation Director, Contractor, promptly upon notification by the Aviation Director, shall make available all Buses and Bus drivers requested by the Aviation Director for the transportation of any individuals at the direction of the Aviation Director. The Owner shall compensate Contractor for the use of such Buses and Bus drivers as additional operating expense. Contractor shall not be required to perform any act that is prohibited by law or is beyond the scope of the licenses and permits required by the Contractor to carry out its obligations under this Contract.

### 3.7 Daily Bus Monitoring

Contractor shall monitor bus driver performance on a daily basis, from the time the bus is placed into service until the bus is returned to the Premises. Monitoring shall consist of drivers' compliance with on-time performance, dress and appearance requirements, customer service requirements, visual and operational inspections of Bus and other areas as designated by the Aviation Director. The monitoring shall be recorded on forms approved by the Aviation Director and submitted daily to the Contractor's Manager and the Aviation Director.

### 3.8 Enforcement of No Smoking Requirement

The Contractor shall ensure that its Bus drivers inform passengers, when necessary, that smoking is prohibited on all Buses at all times.

### 3.9 Permits and Licenses

Contractor shall obtain all permits, franchises, approvals, licenses, certificates and other authorizations required under federal, state, and local ordinances as are applicable to the services required under this Contract.

### 3.10 Conditions for Use

The responsibilities listed above shall be subject to the following conditions:

a) Contractor shall comply with and conform to all laws applicable to or affecting, directly or indirectly, the Contractor's operations under this Contract at the Airport. Further, Contractor shall not do or permit anything to be done that is: 1) prohibited by a standard form of an "all risk" property insurance policy, or that negatively affects the existing rate of liability insurance or other insurance carried on the Premises, the Airport, or the Airport terminals or any part thereof, or their contents, or 2) that will cause a cancellation of any insurance policy covering the Premises, the Airport, or the Airport terminals or any part thereof or any of their contents.

b) Contractor shall not be permitted any use of the Premises, the Airport, the CCRF or the Airport terminals except to perform the obligations of this Contract. The Owner shall not be restricted in any manner from granting exclusive or non-exclusive uses of Airport facilities to others. Contractor shall not engage either directly or indirectly in any form of business on the Airport or at the premises except as expressly authorized pursuant to this Contract or pursuant to a separate agreement, permit, or license from the Aviation Director.

c) Neither Contractor nor its agents, employees or officers shall install, maintain, operate or permit the installation, maintenance, or operation in, on or about the Premises or the CCRF of any vending machine or device designed to dispense or sell foods, beverages, tobacco products or merchandise or

services of any kind to the general public without having obtained the prior written approval of the Aviation Director.

d) Contractor shall not place advertising on the exterior or interior of the Premises or any Bus used to perform the requirements of this Contract.

e) Contractor certifies that, in dealing with its employees or subcontractors under this Contract it has not and will not discriminate or give any preference based on race, sex, color, age, religion, sexual orientation, disability, ethnicity or national origin. Contractor shall comply fully with all Federal, State of Nevada, and Clark County laws, codes and ordinances pertaining to nondiscrimination.

### **3.11 Monthly Meeting**

The Contractor, the Aviation Director or designee, and a representative of the rental car companies shall have monthly meetings throughout the term of this Contract to review and maintain safety standards, operating procedures, and customer standards under which the shuttle bus service shall be performed. The Contractor shall supply minutes of all meetings conducted with the Aviation Director or designee within seven (7) calendar days after the meeting, enumerating therein, specific points and actions agreed upon at that meeting.

## **ARTICLE 4 - PERSONNEL**

### **4.1 General Requirements**

The Contractor will provide the appropriate numbers of qualified personnel capable of performing the services required under this Contract in conformity with Contractor's operations plan which shall have been approved by the Owner prior to commencement of the Primary Term. The Contractor will also keep its employee manual updated at all times throughout the Term. The Contractor is responsible for payment of all wages and benefits to its employees.

All employees of the Contractor will have completed the Contractor's training program for their respective positions. Contractor will maintain updated training programs for all their employees and maintain records of such. The safety program shall comply with applicable Federal, Occupational Health and Safety Administration, state, and/or local safety or environmental laws, codes, rules or regulations. Training programs for its Bus Drivers must include the following:

- ADA sensitivity
- Blood Born Pathogen procedures
- Local geography familiarization
- Map reading and interpretation
- Customer courtesy and problem resolution
- Safety, defensive driving and accident procedures

The Contractor shall maintain all personnel with current certification in their category of service. Contractor's personnel shall not accept any form of gratuity from the public. All personnel shall be courteous at all times and assist the public in pre-observation of circumstance and whenever asked for help.

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#### 4.2 General Manager

Throughout the term of this Contract, Contractor shall provide a qualified competent and experienced General Manager, on duty at the Premises during generally accepted weekday office hours, 40 hours per week. Manager shall supervise Contractor's day-to-day operations, and shall be available on an on-call basis 24 hours per day. In addition, Contractor will at all times have a designated employee able to respond to the Owner and command the operations in the event that the General Manager is somehow unavailable. Contractor shall not assign the manager with other management responsibility for any other operation of the Contractor's that would affect the General Manager's full time responsibilities under this Contract.

#### 4.3 Bus Drivers

Contractor shall employ Bus Drivers to drive the Buses and provide courteous customer service to Airport customers on their designated routes to and from the Airport terminal(s) and the CCRF. Shuttle Bus drivers must have a valid Nevada Commercial Drivers License, Class B or above with passenger endorsement. The Contractor shall provide compensation packages for its Bus Drivers that are comparative in the prevailing industry medians for similar customer service oriented shuttle bus services.

#### 4.4 Administrative Staff

Contractor shall provide administrative staff at the Premises to support the Bus service. Owner may direct either a temporary or permanent addition in staff in order to perform miscellaneous duties or when necessary to help keep operations uninterrupted. Contractor shall be reimbursed for any additional staff as directed by the Owner. Additional staff obtained by Contractor without the approval of the Owner shall be at the expense of the Contractor.

#### 4.5 Maintenance / Mechanics Staff

The Contractor shall provide adequate bus maintenance / mechanic staff at the Premises to support the shuttle bus operations. The Contractor will designate a Maintenance Supervisor and a Parts Supervisor who will be responsible for all the employees working in Bus maintenance and parts, respectively. The Bus mechanics shall be experienced in the maintenance and repair of the exact or like type of Bus to be used for the fulfillment of this Contract. Each Bus mechanic shall be either ASE Blue Seal certified or its equivalent and must have and maintain current all certifications as required. The Contractor shall, in accordance with Section 4.1 above, provide or cause to be provided ongoing training to its maintenance/mechanics staff.

#### 4.6 Dispatcher

Contractor shall provide a radio dispatcher at all times to communicate with the bus drivers, dispatch buses as required by customer demand and provide emergency response service.

#### 4.7 Employee Retention

The Contractor will maintain personnel and compensation plans that are designed to encourage employee retention and longevity and minimize employee turnover. Such plans shall include employee incentives, rewards and provide fair and reasonable wage minimum and maximum hourly rate with scheduled increases and benefit packages. The Contractor will provide training for licensing and certifications, and physical examinations for prospective employees as necessary.

#### 4.8 Local Human Resources

On the DBO of this Contract, all rental car agencies shall cease their individual bus operations at the Airport. This termination of individual car rental agency bus operations will end the employment of many locally qualified personnel involved in the shuttle bus operations such as managers, supervisors, drivers, mechanics and administrative staff. A list of rental car company personnel that may provide contacts for human resources is attached hereto as Attachment 1. This list is provided as a courtesy only and does not reflect any intentions or requirements imposed by the Owner. All contact with Rental Car Agency personnel shall be made exclusively through their Human Resource departments.

#### 4.9 Employee Appearance and Discipline

All of the Contractor's staff shall wear uniforms while on duty. The expense for the uniform will be borne by the Contractor. The Contractor may select the color of the uniforms of its staff and the uniforms must have the Contractor's logo or insignia applied to them, but the Contractor will obtain the approval of the Aviation Director on the uniform.

At all times, Contractor's staff shall be well groomed, neatly dressed, courteous, efficient and professional in conduct.

If the Owner receives any complaint regarding the conduct or appearance of Contractor's staff, the Owner shall promptly notify the Contractor. The Contractor shall immediately investigate the complaint and, based upon its findings the Contractor may remove such person from service under this Contract. The Contractor must provide a report of each complaint's resolution to the Aviation Director. If the resolution is unsatisfactory to Aviation Director, the Aviation Director can issue a resolution, which will be final in such matters.

In the event a person is removed from service at the Airport, Contractor agrees to hold the Owner and the Owner's staff harmless from any claim, action, damages of any nature including but not a limited to wrongful termination by such removed person, his, hers, assignees.

Owner reserves the right to require the Contractor to immediately remove an employee from the CCRF, the Premises or the Airport terminals for the following reasons, but not limited to:

- a. Committing unsafe or inappropriate acts while providing service.
- b. Revocation or non-renewal of a valid Nevada driver's license.
- c. Distributing any unauthorized materials while performing services under this Contract.
- d. Soliciting a gratuity from any passenger.
- e. Failure to notify the Contractor of an arrest or conviction of a criminal offense of a class A or class B misdemeanor or felony or placement on probation or deferred adjudication for the same.
- f. Under the influence of drugs or alcohol.
- g. Failing or refusing to take a drug or alcohol test.
- h. Incurring excessive customer complaints due to discourtesy, rudeness, use of profanity or any other act deemed unacceptable.

## **ARTICLE 5- BUS MAINTENANCE AND REPAIR**

### **5.1 General**

The Owner will have purchased and shall provide for the Contractor forty (40), new forty (40') foot low floor diesel Buses that will be used exclusively to provide the shuttle bus service required under this Contract. The estimated capacity for each Bus is twenty-five (25) seated passengers and ten (10) standing passengers along with interior capacity for luggage. Throughout the Term, the Owner shall have the option to remove, replace or add buses for the use of the Contractor to perform the services required under this Contract.

The Contractor shall perform or cause to be performed all manufacturer recommended maintenance, non-warranty and warranty repairs. OWNER has purchased maximum extended warranties allowable from various manufacturers for each bus. OWNER will provide a list to the Contractor for local warranty repairs and contacts. Contractor may perform warranty repairs only if approved and certified by the manufacturer to perform such services. OWNER shall not be charged for any warranty service work performed. The Contractor will maintain records of all maintenance, warranty and non-warranty repairs performed on each Bus at all times throughout the Contract. The records shall detail all work performed on the Bus and its cost and its frequency.

The Contractor shall operate, maintain and administer the Buses in accordance with all applicable Federal, State, County, and Owner laws and codes according to the operational and maintenance standards recommended by the Bus manufacturer and its component suppliers, so as to protect all the Owner's warranty rights and not interfere with the Owner's rights under any warranty or void any warranty. The Contractor is responsible for obtaining updated warranty information, standards or requirements from the Bus manufacturer.

The Contractor shall also have the Buses comply with the following standards:

- Air conditioners will be operated at all times when exterior temperatures reach eighty (80) degrees Fahrenheit or upon passenger request.
- Heaters will be operated upon passenger request and will sufficiently heat the interior of the Bus.
- Exterior paint of Buses shall be maintained free of oxidation or rust.
- Bus bodies shall be free of any major sheet metal damage.
- Buses shall be inspected each day prior to commencing service to assure that each bus is free from dirt, trash, and debris.
- The exterior of each Bus in service shall be kept clean from road dust, mud, and grime.
- The interior of each Bus in service shall be cleaned prior to beginning daily service.
- Every Bus shall be structurally sound and maintained so as to provide for the safety of the public.
- The Buses shall be repainted by a contractor designated by the Aviation Director when, in the opinion of the Aviation Director, conditions warrant painting to keep the Buses in first-class condition. The Contractor will be responsible for transporting the Buses to and from the designated contractor's location.

The Aviation Director shall be notified immediately when any Bus is taken out of scheduled service for any reason, including reasons having to do with mechanical failure, accident, or staff shortage.

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Notice of structural (frame, chassis, body or any other non mechanical type item) or mechanical (engine, transmission, HVAC, motors, ADA ramp and other miscellaneous mechanized items) damage exceeding \$5,000 on any Bus must be reported to the Aviation Director designee for inspection. Inspection shall take place within four (4) business hours, Aviation Director Designee shall approve the repair and the Contractor will complete the repair in a timely manner.

The Contractor shall maintain the maximum number of Buses available for operation by monitoring the operating and maintenance records of each Bus in such a manner so as not to preclude the required levels of customer service as stated in Section 3.3 herein.

The Contractor shall provide (or cause to be provided) oil, lubricants, hand tools, diagnostic equipment, cleaning supplies for mechanics, and miscellaneous OEM parts necessary for Bus maintenance and repair (other than the initial parts inventory), and obtain warranty parts provided by various manufacturers. Owner shall not be charged for any type of mark-up costs. Contractor shall be reimbursed for replacement parts and consumable items such as coils, filters, engine belts, operating liquids, light bulbs, brake pads, tires (fix flat, replace, mount, balance, rotate if required) and other miscellaneous consumables not mentioned. Contractor and Aviation Director's designee shall work together to establish an inventory of all parts required to keep the buses in service prior to DBO. Contractor shall use only OEM parts, or parts that meet or exceed the original standards. Owner shall be billed at cost for all inventory and owns all inventory.

#### 5.2 Bus Fueling

The Contractor shall manage the fueling of buses in the most efficient and cost-effective manner possible. The Aviation Director will identify a third-party contractor to act as the sole source of the fuel that Contractor will use during the Term. The Contractor shall be responsible for ordering the fuel and maintaining full capacity in the fuel storage tanks to avoid interruption of the shuttle bus service. The Owner will pay for the fuel directly to the third-party contractor, Contractor shall maintain accounting records to include name of driver, the number of the bus, gallons filled, filled on what day and time.

#### 5.3 Non-Conforming Bus Maintenance/Repairs

If any maintenance and/or repair work is not performed in conformity with the requirements of this Contract, the Owner shall have the right to require the Contractor to perform the work again in conformity with such requirements at no increase in the total Contract amount. When the work performed is of a nature that the defect cannot be corrected by re-performing the work, the Owner shall have the right to the following:

- a. Require Contractor to immediately take all necessary steps to ensure future performance of the work in conformity with the Contract requirements.
- b. Hire a third party to perform work at Contractors expense.
- c. A credit to the Owner in the amount for the work performed.

#### 5.4 Comprehensive/Collision/ Non-Warranty Repairs

The Owner shall be responsible for the uninsured cost of repair to all Buses that are damaged, either by accident, theft, or vandalism, if the damage is not the result of any negligence by the Contractor during the performance of the shuttle bus service. The Contractor will be responsible for the uninsured cost of repair to all Buses that are damaged, either by accident, theft, or vandalism, if the damage has resulted from the negligence of the Contractor during the performance of the shuttle bus service,

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Accident and vandalism repairs costing under \$5,000.00 shall be completed within ten (10) calendar days from notification. Repairs over \$5,000.00 shall be completed within twenty (20) calendar days from notification and approval from Owner.

Collision repair that is estimated to be greater than the fair market value of the Bus must be analyzed by the Contractor to determine the repair's cost effectiveness. In those cases the Contractor shall prepare a written recommendation for the Owner to consider in deciding whether to repair or replace the Bus.

The cost to repair damage to a Bus resulting from a mechanical defect that is not covered by warranty or occurs after the expiration of the warranty is the responsibility of the Owner, except in cases where the damage results from the negligence of the Contractor. In cases where the negligence of the Contractor contributes to the mechanical defect, the Contractor is responsible for the cost to repair the damage from the defect.

#### 5.5 Quality Assurance

Contractor shall implement a Quality Assurance Program for the management of the repair and maintenance of the Buses. The program shall include provisions for meeting specified performance standards, maintaining quality workmanship, providing a high level of customer service, and reducing fleet costs incurred by the Owner.

#### 5.6 New Materials

All supplies and components to be provided under this Contract shall be new and of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this Contract the Contractor believes that furnishing of supplies or components which are not new (rebuilt, remanufactured or refurbished) and accepted by manufacturers to use, and will not void warranties, these items may be used. Contractor shall process all claims for any item new or used for replacement that are inferior.

#### 5.7 Subcontractor Repairs

Any Bus maintenance and/or repairs that are not performed by the Contractor's staff and are subcontracted by the Contractor to a third-party will continue to be the full responsibility of the Contractor. The Contractor shall be responsible for arranging and managing the use of subcontracted repairs and accept full responsibility and liability for all subcontracted work. The Contractor must notify the Owner of all subcontracted maintenance and/or repairs for the Owner's approval prior to proceeding with the performance of the subcontracted work. Subject to normal maintenance cycles and repairs, Contractor shall maintain (or cause to be maintained) the exterior and interior of all Buses at all times in a clean, sanitary, safe and fully functional condition.

### ARTICLE 6 - PREMISES

#### 6.1 Bus Facility

During the Initial and Primary Term of this Contract the Contractor will be allowed to occupy and operate from the Premises, areas designated by the Aviation Director in the CCRF, or other Owner approved premises for the exclusive purpose of fulfilling the terms and conditions of this Contract. The Contractor is responsible for conducting security in the Premises and any other areas that the Aviation Director chooses to designate as Owner approved premises. The Premises is being built by the Owner to serve as the place that the Buses are stored, provided fuel facility, cleaned and serviced. It w



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NOTICE OF INTENTION TO ENTER INTO A CONTRACT WITH  
FIRST TRANSIT, INC.

NOTICE IS HEREBY GIVEN, to all interested parties, that the Clark County Board of Commissioners does intend to enter into a Contract with First Transit, Inc. The purpose of this Contract is to provide Shuttle Bus service for the Consolidated Car Rental Facility and the Public. First Transit, Inc. will provide their own administrative staff, bus drivers and mechanics, and provide a 24/7 shuttle bus operation from the McCarran Airport Terminals to the Consolidated Car Rental Facility and back. All parts and supplies will be purchased by First Transit, Inc, and billed at cost to Clark County. The term will be for a period of three (3) years, with the option to renew for four (4) additional three year periods. First Transit, Inc. will operate the buses and occupy the Bus Facility provided by the Department of Aviation. The estimated three (3) year term for the Shuttle Bus Operation is \$18,496,761, payable monthly in arrears. The contract shall be renegotiated every three (3) years.

This notice is given pursuant to NRS 496.090. This matter will be heard at the at the meeting of the Clark County Board of Commissioners, 500 S. Grand Central Parkway, on September 19, 2006, at 9:00 a.m., or as soon thereafter as the agenda permits, and any interested party may appear.

Shirley B. Parraguirre, County Clerk  
And Ex-officio Clerk of the Board of Clark County Commissioners  
Clark County, Nevada

03014

**EXHIBIT F**  
**SHUTTLE BUS OPERATIONS AND MAINTENANCE**  
**RFP NO. 06-001**

**OPERATING BUDGET**

**First Transit**

**McCarran Airport RAC Shuttle - Proposed Operating Budget & Management Fee**

	YEAR 1	YEAR 2	YEAR 3	3 YR TOTAL
<b>TOTAL REVENUE</b>	9,443,243	5,709,042	6,060,838	17,263,163
<b>OPERATIONS EXPENSE</b>				
OPERATOR REGULAR SALARIES	2,395,239	2,448,577	2,503,560	7,347,376
OPERATOR OVERTIME	113,332	115,855	118,457	347,644
<b>SUBTOTAL OPERATORS/ATTENDANTS WAGES</b>	2,508,571	2,564,432	2,622,017	7,695,020
SUPERVISORS/DISPATCHERS	224,646	231,379	236,321	692,346
SUPERVISORS/DISPATCHERS-OT	6,739	6,941	7,150	20,830
CUSTOMER SERVICE AGENTS	202,800	208,884	215,151	626,835
CUSTOMER SERVICE OT	6,084	6,267	6,455	18,806
<b>SUBTOTAL SUP/DISPATCHERS/CALL TAKERS</b>	440,269	453,471	467,075	1,360,815
F.I.C.A.	238,601	244,247	250,066	732,915
UNEMPLOYMENT INSURANCE	20,536	21,152	21,768	63,456
UNEMPLOYMENT INSURANCE - SAFETY	136	140	144	420
<b>SUBTOTAL DIRECT LABOR TAXES</b>	259,273	265,539	271,979	796,791
WORKER'S COMPENSATION	115,117	121,232	127,586	363,935
WORKER'S COMPENSATION - SAFETY	5,388	5,716	6,059	17,162
MEDICAL INSURANCE	374,119	411,531	452,684	1,238,335
DENTAL INSURANCE	4,416	4,658	5,343	14,617
LIFE INSURANCE	1,987	2,047	2,108	6,142
HEALTH & WELFARE - SAFETY & TRAINING	6,426	7,069	7,775	21,270
UNIFORM CLOTHING ALLOWANCE - OPS	-	31,106	32,039	63,145
VACATION EXPENSE	47,688	48,750	49,845	146,284
<b>SUBTOTAL DIRECT LABOR BENEFITS</b>	555,142	632,308	683,441	1,870,890
<b>SUBTOTAL FUEL</b>	2,524	2,600	2,678	7,803
DEPRECIATION: OPS & G/A OTHER	10,333	10,333	10,333	31,000
DEPRECIATION: MAINTENANCE EQUIP.	11,898	11,888	11,898	35,695
<b>SUBTOTAL DEPRECIATION</b>	22,231	22,231	22,231	66,694
<b>OPERATIONS EXPENSE</b>	3,788,004	3,940,583	4,069,421	11,798,008
<b>SAFETY AND TRAINING</b>				
TRAINEE WAGES	55,977	57,656	59,385	173,018
OPERATOR-TRAINER SALARIES	16,470	16,964	17,473	50,908
OTHER SAFETY & TRAINING WAGES	50,000	51,500	53,045	154,545
<b>SUBTOTAL DIRECT LABOR - TRAINING WAGES</b>	122,447	126,120	129,904	378,471
OPERATIONS /SAFETY EQUIPMENT	5,285	5,285	5,285	15,855
<b>SAFETY AND TRAINING EXPENSE</b>	127,732	131,405	135,189	394,326
<b>MAINTENANCE</b>				
MAINTENANCE PAYROLL - HOURLY TECH	266,240	274,227	282,454	822,921
MAINTENANCE PAYROLL - SERVICE LINE	106,800	109,788	113,092	329,680
MAINTENANCE PAYROLL - SALARIED SUP	65,000	66,950	68,959	200,909
MAINTENANCE OVERTIME	9,485	9,769	10,062	29,317
PARTS MANAGER	29,120	29,702	30,286	89,119
<b>SUBTOTAL MAINTENANCE WAGES</b>	476,445	490,447	504,851	1,471,755
HEALTH & WELFARE	67,193	73,912	81,303	222,408
F.I.C.A.	36,448	38,645	40,939	116,032
UNEMPLOYMENT INSURANCE	1,788	1,821	1,874	5,483
WORKER'S COMPENSATION	14,293	15,156	16,055	45,503
UNIFORM CLOTHING ALLOWANCE	5,200	5,356	5,517	16,073
<b>SUBTOTAL MAINTENANCE LABOR BEN/TAXES</b>	124,922	134,889	145,688	405,499
MAINT - PARTS	107,679	175,950	304,579	588,208
OTHER TAXES	8,076	8,318	8,568	24,962
TIRES & TUBES	64,159	64,159	64,159	192,478
BODY/INTERIOR REPAIRS	40,000	41,200	42,436	123,636
MAINT - SUPPLIER SERVICES	35,363	50,349	89,664	155,376
MAINT - DIRECT EXPENSES	45,978	51,052	57,267	154,297
<b>MAINTENANCE EXPENSE TOTAL</b>	902,602	1,016,364	1,197,223	3,116,190

**03015**

First Transit  
McCarran Airport RAC Shuttle – Operating Budget and Management Fee

<b>G &amp; A Expenses</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>3 Year Total</b>
Other Salaries	125,000	128,750	132,613	386,363
Other Wages ( Hourly)	29,994	30,893	31,820	92,707
<b>Subtotal Payroll Expenses</b>	<b>154,994</b>	<b>159,643</b>	<b>164,433</b>	<b>479,070</b>
F.I.C.A	11,857	12,579	13,345	37,781
Unemployment Insurance	408	420	432	1,261
Workers Compensation	930	987	1,046	2,962
Health Welfare	24,754	27,230	29,953	81,936
<b>Subtotal Taxes/Benefits</b>	<b>37,949</b>	<b>41,216</b>	<b>44,776</b>	<b>123,941</b>
Recruiting & Training	14,000	14,420	14,853	43,273
Bckgr, Phys, Drug Test – Ops.	15,809	16,283	16,772	48,863
Bckgr, Phys, Drug Test – Maint.	916	943	972	2,831
<b>Subtotal Recruiting &amp; Training</b>	<b>30,725</b>	<b>31,647</b>	<b>32,596</b>	<b>94,967</b>
Business Licenses	50	52	53	155
Premiums, other Corp Insurance	9,750	9,750	9,750	29,250
Non-Revenue Auto Expenses	600	618	637	1,855
Telephone Expenses	11,400	11,742	12,094	35,236
Employee Welfare	8,400	8,652	8,912	25,964
Office Equipment	1,800	1,800	1,800	5,400
Vehicle Licensing & Registration	696	717	738	2,151
Payroll Expenses	11,088	11,421	11,763	34,272
Printing Graphics	2,500	2,575	2,652	7,727
Office Supplies	10,000	10,300	10,609	30,909
Postage Expenses	1,080	1,112	1,146	3,338
Other Miscellaneous Expenses	2,000	2,060	2,122	6,182
Other M&S.	2,500	2,575	2,652	7,727
<b>G &amp; A Expenses</b>	<b>285,532</b>	<b>293,879</b>	<b>306,732</b>	<b>888,144</b>
<b>Total Expenses</b>	<b>5,103,870</b>	<b>5,384,231</b>	<b>5,708,588</b>	<b>16,196,667</b>

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total</u>
Start Up Costs (Amortize over 3 years)	84,456.00	84,456.00	84,456.00	253,368.00

3 Year Management Fee \$ 2,046,726 or \$ 56,909 Per Month

Note: Management Fee includes all Environmental, Auto, General, and Commercial Liability Insurance

## First Transit

### McCarran Airport RAC Shuttle - Proposed Hourly and Monthly Wage Schedule

Position	Average Hourly Wages					
	Year 1		Year 2		Year 3	
	FTE	Avg Pay	FTE	Avg Pay	FTE	Avg Pay
<b>Operations</b>						
Bus Operators	107.8	\$ 10.94	107.8	\$ 11.18	107.8	\$ 11.43
Dispatcher/Supervisors	8	\$ 13.50	8	\$ 13.91	8	\$ 14.32
Customer Service Representatives	10	\$ 9.75	10	\$ 10.04	10	\$ 10.34
Safety and Training Manager	1	\$ 24.04	1	\$ 24.76	1	\$ 25.50
Operations Manager	1	\$ 24.04	1	\$ 24.76	1	\$ 25.50
<b>Maintenance</b>						
Vehicle Technicians	6	\$ 20.67	6	\$ 21.29	6	\$ 21.93
Vehicle Service Workers	5	\$ 10.25	5	\$ 10.56	5	\$ 10.87
Parts Supervisor	1	\$ 14.00	1	\$ 14.42	1	\$ 14.85
Maintenance Manager	1	\$ 31.25	1	\$ 32.19	1	\$ 33.15
<b>General Administration</b>						
Administrative Assistant	1	\$ 14.00	1	\$ 14.42	1	\$ 14.85
General Manager	1	\$ 36.06	1	\$ 37.14	1	\$ 38.25

Position	Average Monthly Wages		
	Year 1	Year 2	Year 3
<b>Operations</b>			
Bus Operators	\$2,010	\$2,054	\$2,100
Dispatcher/Supervisors	\$2,387	\$2,458	\$2,532
Customer Service Representatives	\$1,724	\$1,776	\$1,829
Safety and Training Manager	\$4,167	\$4,292	\$4,420
Operations Manager	\$4,167	\$4,292	\$4,420
<b>Maintenance</b>			
Vehicle Technicians	\$3,690	\$3,800	\$3,914
Vehicle Service Workers	\$1,777	\$1,830	\$1,885
Parts Supervisor	\$2,427	\$2,499	\$2,574
Maintenance Manager	\$5,417	\$5,579	\$5,747
<b>General Administration</b>			
Administrative Assistant	\$2,475	\$2,549	\$2,626
General Manager	\$6,250	\$6,438	\$6,631

**ATTACHMENT 1**  
**SHUTTLE BUS OPERATIONS AND MAINTENANCE**  
**RFP NO. 06-001**

**RENTAL CAR HUMAN RESOURCE DIRETORY**

Mr. Rob Dau  
LAS RENTALS, LLC  
dba PAYLESS CAR RENTAL  
5175 Rent-A-Car Road  
Las Vegas, NV 89119  
Ph# 702-736-6147

Ms. Nadine Friehofer  
THE HERTZ CORPORATION  
5300 Rent A Car Road  
Las Vegas, NV 89119  
Ph# 702-262-7773

Ms. Linda Neeley  
VANGUARD CAR RENTAL USA, INC.  
ALAMO/NATIONAL  
6855 Bermuda Road  
Las Vegas, NV 89119  
Ph# 702-263-8411 x-222

Mr. Charles Sweigart  
CENDANT CAR RENTAL GROUP  
dba AVIS RENT A CAR  
5164 Rent-A-Car Road  
Las Vegas, NV 89119  
Ph# 702-261-4031

Mr. Steven Murk  
CENDANT CAR RENTAL GROUP  
5740 Arbor Vitae  
Los Angeles, CA 90045  
Ph# 310-342-9254

Mr. Steve Badilla  
BUDGET RENT A CAR  
P. O. Box 19120  
Las Vegas, NV 89132  
Ph# 702-730-0111

Ms. Karynn Bretz  
DTAG Operations, Inc.  
Dollar Rent A Car & Thrifty Car Rental  
5233 Rent A Car Road  
Las Vegas, NV 89119  
Ph# 702-895-6385 x-214

Ms. Jennifer Stockton  
Enterprise Rent-A-Car  
8290 S. Arville  
Las Vegas, NV 89139  
Ph# 702-597-4509

Mr. Jim Kalekas  
SAVMOR RENT A CAR  
5101 Rent-A-Car Road  
Las Vegas, NV 89119  
Ph# 702-736-1234

**Attachment 3.1**  
**SHUTTLE BUS OPERATIONS AND MAINTENANCE**  
**RFP 06-001**  
**Equipment Schedule**

<b>Miscellaneous Equipment</b>			
<b>Item</b>	<b>No. Req'd</b>	<b>Description</b>	<b>Size/Capacity</b>
110	1	Bus Wash System	
111	1	Wash Water Reclaim System	
112 A	1	<u>Pressure Wash System</u>	
B		Motor Starter	2 HP
C		Primary Remote Kit	3,500 CFM
D		Secondary Remote Kits (2 Required)	
E		Remote Soap Kits (2 Required)	
F		Wall-Mount Hose Reels (3 Required)	
G		Extra 50' Hose Sections (2 Required)	
H		Extra Gun/Wand/Nozzle (2 Required)	
J		Draft Diverter	
		24" Legs Extension	
114 A	1	<u>Exhaust System</u>	
		Belt Drive Blower with Wall Mount Platform, Vibration Pads, Inlet & Outlet Flex. Connectors, Back Draft Damper, and Belt Guard	2 HP
B	4	Overhead Units with 24'x6' High Temp. Silicone/Fiberglass Rubber Coated Hose with Internal Wire Helix and TA-6 Stainless Steel Tailpipe	3,500 CFM
C	4	Adapter with Spring Clip and Hand Damper Automatic Retractable Exhaust Hose Reels with Micro Switch	
* 115	10	Work Bench	3' x 6"
* 116	1	Tire Storage Rack	6
* 117	2	Drill Press	20", 2 HP
* 118	1	Shop Press, Electro/Hydraulic	100 Ton, 1 HP
* 119	1	Shop Press, Electro/Hydraulic	50 Ton, ½ HP
122 A	1	Battery Charger	14A, 230V
B	2	Battery Rack	
123	1	Oil Filter Crusher	3 HP
124	2	10" Wheel Grinder	1 HP
* 125	1	8" Wheel Grinder	¾ HP
* 126	1	Air Lift Jack, Long Reach	8.5 Ton
* 127	1	Floor Jack	10 Ton
* 128	1	Jack Stand	10 Ton

\* Items to be included in Alternate #4

**Attachment 3.2**  
**SHUTTLE BUS OPERATIONS AND MAINTENANCE**  
**RFP 06-001**  
**Equipment Schedule**

<b>Lubrication Pumps, Valves and Hose Reels</b>			
Item	No. Req'd	Description	Size/Capacity
85 A	18	Shut Off Valve, Air	3/8"
B	36	Shut Off Valve, Air	1/2"
86	2	Fire Valve	1"
87 A	18	Quick Connect Coupler	3/8"
B	18	Quick Connect Coupler	1/2"
88	24	Petcock	1/4"
89	19	Filter-Regulator-Lube Combo. Unit	1/2"
<b>Miscellaneous Equipment</b>			
90 A	1	<u>Vacuum System</u> Motor	420 CFM, 10 HP
C	1	6" Companion Flanges	
D	1	6" Air Gates	
E	2	Hose Rack	
F	2	Inlet valves (2")	
G	1	Automatic Combo. X-T-L Starter	
H	2	Gulper	
J	2	Hose (2" x 25')	5 HP, 16.8 ACFM@ 125 PSI Max.
K	2	Tool Hanger	
92	2	Air Compressor, Vertical, 80-Gal., Receiver, Manual Drain Port, Mounted Motor Starter, Low Level Oil Switch, and Air-Cooled After Cooler, Auto Condensate Drain Valve with 1/8" Drain Port. Fully Packaged	2-15 HP, 100 ACFM@ 125 PSI Max.
93	1	Air Compressor, Duplex, Horizontal, 240-Gal., Receiver, Manual Drain Port, Mounted Motor Starter, Low Level Oil Switch, and Air-Cooled After Cooler, Auto Condensate Drain Valve with 1/8" Drain Port	
94 A	3	Air Filer	1"
B	3	Air Flex Connector	1"
C	2	Start-Up Kit	40,000 lbs Capacity, 2x2 HP Motors
D	1	Start-Up Kit	
97	1	4-Post Above Ground Bus Lift with Internal Air Line Kit, Mobile Drain Pans, and Rolling Air Jacks	25,000 lbs, 7.5 HP
98	1	In-Ground bus Axle Lift (Electric/Oil)	
99	1	Wheel Alignment Machine	
100	1	Pit Cover	
101	1	Parts Cleaner, Solvent	30 - Gallon
102	1	Abrasive Blast Cabinet	1/2 HP, 300 cfm

**Attachment 3.3**  
**SHUTTLE BUS OPERATIONS AND MAINTENANCE**  
RFP 06-001

**Equipment Schedule**

<b>Lubrication Pumps, Valves, and Hose Reels</b>			
<b>Item</b>	<b>No. Req'd</b>	<b>Description</b>	<b>Size/Capacity</b>
56 A	5	Overfill Prevention Valve	2"
B	5	Cam & Groove FTG – Male Adapter/Female Third	2"
C	5	Cam & Groove FTG – Dust Cap	2"
60 A	1	<u>Motor Oil System</u>	
C		5:1 Pump	3/8"
E		Suction Tube	
G		Thermal Relief Kit	
J		Fluid Shutoff Valve	
		Pressure relief Valve	90 psi
61 A	1	<u>Motor Oil System</u>	
B		10:1 Pump	
C		Hose Kit	
D		Suction Tube	3/8"
E		F-R-L Combo Unit	3/8"
F		Thermal Relief Kit	
G		Air Shutoff Valve, Bleed Type	
H		Fluid Shutoff Valve	1"
J		Low Level Pump Cut-Off	
		Pressure Relief Valve	90 psi
62 A	1	<u>Waste Oil Pump System</u>	
B		Pump	
C		Evacuation Control Valve	
D		Wall Bracket	
E		Air Filter	
F		Used Oil Receiver	
G		Regulator	
H		Air Shutoff	
J		Air Installation Kit	1/2"
		Fluid Installation Kit	
63 A	1	<u>Automatic Transmission Fluid System</u>	
B		5:1 Pump	
C		Hose Kit	
D		Suction Tube	3/8"
E		F-R-L Combo Unit	3/8"
F		Thermal Relief Kit	
G		Air Shutoff Valve, Bleed Type	
H		Fluid Shutoff Valve	1"
J		Low Level Pump Cut-Off	
		Pressure Relief Valve	90 psi



**Attachment 3.3 (continued)**  
**SHUTTLE BUS OPERATIONS AND MAINTENANCE**  
**RFP 06-001**  
**Equipment Schedule**

<b>Lubrication Pumps, Valves, and Hose Reels (continued)</b>			
<b>Item</b>	<b>No. Req'd</b>	<b>Description</b>	<b>Size/Capacity</b>
64 A	1	<u>Engine Coolant System</u>	
B		1:1 Diaphragm Pump	40 GPM
C		Hose	
D		Suction Tube	3/8"
E		Air Filter	3/8"
F		Air Regulator	1"
G		Air Shutoff Valve, Bleed Type	
H		Fluid Shut-Off Valve	
J		Low Level Cut-Off	
		Grounding Clamp	
65 A	1	<u>Waste Coolant System</u>	
B		Pump	16 GPM
C		Evacuation Control Valve	
D		Wall Bracket	
E		Air Filter	
F		Used-Oil Receiver	
G		Air Shutoff Valve, Bleed Type	1/2"
H		Fluid Installation Kit	
J		Air Installation Kit	
		Regulator	
66 A	1	<u>Windshield Washing System</u>	
B		1:1 Diaphragm Pump	
C		Hose	
D		Suction Tube	3/8"
E		Air Filter	3/8"
F		Air Regulator	
G		Air Shutoff valve, Bleed Type	1"
H		Fluid Shutoff Valve, Bleed Type	
J		Low-Level Pump Cut-Off	
		Ground Wire/Clamp	
67 A	1	<u>Chassis Grease System</u>	
B	1	50:1 Piston Pump (s39-888)(204-487) – Hose	1.8 lbs/min
C	3	F-R-L Combo. Unit	
D	1	Grease Shut-Off Valve	
E	1	Air Shut-Off Valve	
		Bleed Type Pressure Relief	

**Attachment 3.3 (continued)**  
**SHUTTLE BUS OPERATIONS AND MAINTENANCE**  
**RFP 06-001**  
**Equipment Schedule**

<b>Lubrication Pumps, Valves, and Hose Reels (continued)</b>			
<b>Item</b>	<b>No. Req'd</b>	<b>Description</b>	<b>Size/Capacity</b>
68 A	1	<u>Gear Oil System</u>	
B		5:1 Pump	
C		Hose Kit	
D		Suction Tube	
E		Wall Bracket	
F		F-R-L Combo Unit	
G		Thermal Relief Kit	3/8"
H		Air Shutoff Valve, Bleed Type	
J		Fluid Shutoff Valve	3/8"
K		Low Level Pump Cut-Off	
		Pressure Relief Valve	90 psi
69 A	2	3 - Reel Mounting Channel, Enclosed	
B	2	Side Enclosure Kit	
C	4	End Panel Kit	
D	4	Mounting Bracket	
70 A	2	Hose Reel Assembly Water (Enclosed)	3/8" x 60'
B	2	Hose Inlet Kit	1/2" x 24'
71 A	2	Hose Reel Assembly Motor Oil (Enclosed)	1/2" x 50'
B	2	Hose Inlet Kit	1/2" x 24'
72 A	2	Hose Reel Assembly Air (Enclosed)	3/8" x 60'
B	2	Hose Inlet Kit	1/2" x 24'
73	2	Tire Inflator	
74	22	Shutoff Valve, Fluid	
75	9	Light Reel, Open	
76 A	5	3-Reel Mounting Channel	
B	2	1-Reel Mounting Channel	
C	12	Mounting Bracket	
77 A	3	Hose Reel Assembly Air (Opened)	3/8" x 60'
B	3	Hose Inlet Kit	1/2" x 24'
78 A	2	Hose Reel Assembly Motor Oil (Opened)	3/8" x 60'
B	2	Hose Inlet Kit	1/2" x 24'
79 A	2	Hose Reel Assembly WWF (Opened)	3/8" x 60'
B	2	Hose Inlet Kit	1/2" x 24'

**Attachment 3.3 (continued)**  
**SHUTTLE BUS OPERATIONS AND MAINTENANCE**  
**RFP 06-001**  
**Equipment Schedule**

<b>Lubrication Pumps, Valves, and Hose Reels (continued)</b>			
<b>Item</b>	<b>No. Req'd</b>	<b>Description</b>	<b>Size/Capacity</b>
80 A	2	Hose Reel Assembly ATF (Opened)	
B	2	Hose Inlet Kit	
81 A	3	Gear Oil Reel	
B	3	Hose Inlet Kit	
82 A	3	Chassis Grease Reel	
B	3	Hose Inlet Kit	
83 A	2	Engine Coolant Reel	
B	2	Hose Inlet Kit	
84 A	2	Rolling Used Oil Receiver	
B	4	Swing Arm Drain	

**Attachment 3.4**  
**SHUTTLE BUS OPERATIONS AND MAINTENANCE**  
**RFP 06-001**  
**Equipment Schedule**

<b>Lube Tanks</b>			
<b>Item</b>	<b>No. Req'd</b>	<b>Description</b>	<b>Size/Capacity</b>
48	1	Motor Oil – Above Ground Tank	1,000 Gallon
49	1	Motor Oil – Above Ground Tank	280 Gallon
50	1	Motor Oil – Above Ground Tank	1,000 Gallon
51	1	Automatic Transmission Fluid – Above Ground Tank	500 Gallon
52	1	Coolant (Antifreeze) – Above Ground Tank	280 Gallon
53	1	Waste Coolant – Above Ground Tank	280 Gallon
54	1	Windshield Washer Fluid – Above Ground Tank	500 Gallon
55	2	High Level Alarm	

**Attachment 3.5**  
**SHUTTLE BUS OPERATIONS AND MAINTENANCE**  
RFP 06-001  
**Equipment Schedule**

<b>Fueling Tanks and Equipment</b>			
<b>Item</b>	<b>No. Req'd</b>	<b>Description</b>	<b>Size/Capacity</b>
1 A	1	Fill Swivel Adaptor	
B	1	Dustcap	
5 A	1	Drop Tube with Overfill Prevent Valve	
B	1	Drain Valve	
C	1	Jack Screen	
D	1	Face Seal Adapter	
6 A	0	Extractor Fitting	
B	1	Extractor Fitting	
19 A	2	Dispenser Containment Sump	
B	2	Stabilizer Bars	
C	2	Emergency Shear Valve	
D	2	Pressure Gauge	
25	2	Manhole	18"
26	1	Manhole	37"
31 A	1	Underground Storage Tank, U.L. Listed for Storage of Diesel Fuel, Fiberglass	20,000 Gallon 10 Ft. Diameter.
B	2	Attached Collar with Watertight Attached Collar Riser	42"
33 A	1	Multi-Port Spill Containment Manhole	
B	1	Water Shroud System	
34 A	2	Electronic Dispenser with Optical Pulser	
B	2	Hose	
C	2	Automatic Shut-Off Nozzle	
D	2	Hose Swivel	
E	2	Breakaway Connector	
35	1	Fuel Management Unit with Tank monitoring Kit and Modem	
37 A	1	Submersible Pump with Leak Detector	3 HP
B	1	Smart Controller	
C	1	Dispenser Hook Isolation	

**Attachment 3.5 (continued)**  
**SHUTTLE BUS OPERATIONS AND MAINTENANCE**  
**RFP 06-001**  
**Equipment Schedule**

<b>Fueling Tanks and Equipment (continued)</b>			
<b>Item</b>	<b>No. Req'd</b>	<b>Description</b>	<b>Size/Capacity</b>
38	1	Inventory and Leak Detection Panel with Magnetostrictive Level Sensor, Piping Sump Sensor, Hydrostatic Sensor, and Screen, Printer Output, Module for Remote Alarm, RS-232 Port, Fax, Modem, and Cap and Ring Set	
39	1	Hydrostatic Sensor, Dual Float	
40 A	4	Piping Sump Sensor	
B	4	Universal Sensor Mounting Kit	
41 A	1	Level Sensor – Mag 1 Probe 8'	
B	1	Diesel Installation Kit	
42	1	Emergency Shutoff Mushroom – Head Push Button	
43 A	1	Overfill Alarm	
B	1	Acknowledgement Switch	

Exhibit No. CC 116  
Witness M. Moran  
Date 10/26/13

CC 116

KWD CCR# 711

**McCarran International Airport**

**Leg C and Leg D Rehabilitation**

**10 WARRANTY PROVISIONS**

**10.1 DEFINITIONS**

As used herein, "acceptance" means the act of the Owner or an authorized representative of the Owner by which the Owner assumes for itself or as an agent of another the ownership of existing and identified supplies, or accepts specific services rendered as partial or complete performance of the Contract.

As used herein, "correction" means the elimination of a defect.

As used herein, "defect" means a patent or latent malfunction or failure in manufacture or design of any system, subsystem, component or facility.

As used herein, "Work" shall mean the same as defined in SP Section 2, Definitions, Terms and Abbreviations.

**10.2 SUPPLIER'S OBLIGATIONS**

- A. The Supplier's warranties under this clause shall apply only to those defects discovered by either the Owner, Owner's Representative, or the Supplier for one (1) year from the date of the Owner issued Certificate of Substantial Completion for each Phase and all components as related to the Work provided by the Supplier; except that the Supplier's warranty on the vehicle body structure and bogie shall remain in effect for five (5) years following the date of Substantial Completion for Phases I and II.
- B. This warranty requirement shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.
- C. If the Supplier becomes aware at any time before acceptance by the Owner, whether before or after tender to the Owner, that a defect exists in any Work or Work Items, the Supplier shall:
  - 1. Promptly correct the defect, and
  - 2. Promptly notify the Owner's Representative, in writing, of the defect, using the same procedures prescribed in Paragraph D below.
- D. If the Owner's Representative determines that a defect exists in any of the Work or Work Items accepted by the Owner's Representative under this Contract, the Owner's Representative shall promptly notify the Supplier in writing within thirty (30) calendar days of discovery of the defect. Upon timely notification of the existence of a defect, or if the Supplier independently discovers a defect in accepted Work or Work Items, the Supplier shall submit to the Owner's Representative in writing within thirty (30) calendar days a recommendation for any corrective action. Supporting information in sufficient detail for the Owner's Representative to determine what corrective action should be undertaken should also be provided. Where necessary to meet required System operating performance and service availability, the Supplier may first correct the defect, then provide the above notifications and recommendations for correction. Any disputes shall be resolved in accordance with GP Sections 8.7 and 8.8.
- E. The Supplier shall promptly comply with any timely written direction from the Owner's Representative to correct or partially correct a defect in the Supplier's Work, at no increase in the Contract Price; subject to a claim for additional compensation in the event the purported defect is the result of the negligence of any third party operator of the System, not including an assignee or subcontractor of the Supplier.
- F. The Supplier shall also prepare and furnish to the Owner's Representative with the recommendation required by paragraph D above all data and reports applicable to any

correction required, including revisions and updates of all other affected data called for under this Contract, at no increase in the Contract Price.

- G. In the event of timely notice of a decision not to correct or only to partially correct, the Supplier shall submit a technical and cost proposal within thirty (30) calendar days of receipt of notification in order to amend the Contract to permit acceptance of the affected Work or Work items in accordance with the revised requirement. An equitable reduction in the Contract Price shall promptly be negotiated by the parties and be reflected in an Amendment or Supplemental Agreement to this Contract.
- H. All replacement Work, supplies and parts furnished in replacement of Work, and any services performed shall also be subject to the conditions of this Section 10.2 to the same extent as Work or Work items initially accepted. The warranty with respect to replacement Work and supplies, parts, or services shall run from the date of acceptance by the Owner's Representative of the corrected or replaced Work to the expiration date of the original warranty period or ninety days whichever is the greater.
- I. The Supplier shall not be responsible under this section for the correction of defects in the Owner-furnished property, except for defects in Supplier-installation of Owner-furnished property or Supplier modifications to Owner-furnished property. In that event, the Supplier shall be responsible for correction of defects that result from the installation, modifications or other work.
- J. If the Owner's Representative returns supplies to the Supplier which require correction or replacement under this warranty, the Supplier shall be liable for transportation charges up to an amount equal to those charged for the usual commercial method of shipment from the shipment location specified in this Contract, irrespective of the F.O.B. point or point of acceptance, to the Supplier's plant and return to the delivery location specified in this Contract. The Supplier shall be responsible for the supplies while in transit. All such returned supplies shall be packaged and shipped according to the Supplier's recommendation.
- K. The Supplier shall be liable for the costs of disassembly and/or reassembly of larger items when it is necessary to remove and replace non-defective Work for correction or replacement of the defective Work.

### 10.3 ADDITIONAL WARRANTIES

- A. Any Work found to be defective during the warranty period shall be repaired, remedied, or replaced by the Supplier at no cost to the Owner. The Supplier at its own expense shall also remedy any damages to any equipment or other personal or real property owned or leased by the Owner that is damaged or whose value is diminished as a result of any such failure or defect.
- B. The Supplier warrants that the title to all equipment conveyed under the terms of this Contract shall be good and its transfer rightful and that all Work shall be transferred free from all security interests, liens, or encumbrances whatsoever. The Supplier agrees to warrant and defend title against all persons claiming the whole or any part thereof.
- C. In the event that any single component in the System experiences a number of failures during the warranty period that under normal service conditions exceeds fifteen percent (15%) of the System population of the component, the Supplier shall perform a design defects analysis. For populations of components less than fifty (50) components, the Owner's Representative and Supplier shall mutually agree on a higher threshold. If the analysis shows the component design to be defective, the component shall be redesigned, and the entire population of that component shall be replaced and/or

retrofitted. All components replaced and/or retrofitted by this requirement shall have full warranty renewed from date of the replacement and or retrofit.

- D. All subcontractors', manufacturers', and suppliers' expressed or implied warranties and guarantees respecting any part of the Work and any materials used therein shall be obtained and enforced by the Supplier for the benefit of the Owner without the necessity of separate transfer or assignment thereof, provided that, if directed by the Owner's Representative, the Supplier shall assign such warranties and guarantees in writing to the Owner.
- E. The Supplier warrants that for a period of at least 20 years following the date of expiration of warranty, it will either repair or replace parts available to the Owner at fair and reasonable prices based on equivalent prices to other users. If at any time after this 20-year period the Supplier is unable or unwilling to do so, it shall grant the right to the Owner to utilize the proprietary as-built documents in order to build, purchase, or procure replacement and repair parts equivalent to those delivered to the Owner in the original procurement.
- F. The Supplier agrees that it will establish, maintain, and retain a record of all designs, materials, and process specifications and such other data necessary to meet the above obligations in accordance with the Supplier-established document retention procedure. In the event that the Supplier at any time ceases to manufacture or otherwise provide systems equivalent to those procured under this Contract, the Supplier agrees to promptly deliver to the Owner's Representative all of the data retained in this record.

#### 10.4 REMEDIES AVAILABLE TO THE OWNER

- A. The rights and remedies of the Owner provided in SP Section 10 shall not be affected in any way by any terms or conditions of this Contract concerning the conclusiveness of inspection and acceptance. They are in addition to, and do not limit, any rights afforded to the Owner in any part of this Contract.
- B. Within thirty (30) calendar days of receipt of the Supplier's recommendations for corrective action and adequate supporting information, the Owner's Representative at its sole discretion shall give the Supplier written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time.
- C. The Owner's Representative shall give the Supplier a written notice specifying any failure or refusal of the Supplier to:
  - 1. Present a detailed recommendation for corrective action as required by SP Section 10.2.D;
  - 2. Correct defects as directed under SP Section 10.2.E; or
  - 3. Prepare and furnish data and reports as required by SP Section 10.2.F.

The notice shall specify a reasonable period of time following receipt of the notice by the Supplier in which the Supplier must remedy the failure or refusal specified in the notice.

- D. If the Supplier does not comply with the Owner's Representative's written notice in Paragraph C of this SP Section 10.4 within the period of time specified in the notice, the Owner may by Contract or otherwise:
  - 1. Obtain detailed recommendations for corrective action and either correct or replace the Work or Work items. If the Supplier fails to furnish timely disposition instructions, the Owner may dispose of the nonconforming Work for the Supplier's account in a reasonable manner. In that event, the Owner is entitled to reimbursement from the Supplier or from the proceeds for the reasonable expenses of care and disposition, as well as for the excess costs incurred;



2. Obtain applicable data and reports; and
3. Charge the Supplier for the costs, plus a 10% administrative fee, incurred by the Owner.

**10.5 WARRANTY OF OPERATING SYSTEM INSTALLATIONS PROVIDED BY SUPPLIER**

- A. In addition to any other warranties in this Contract, the Supplier warrants, except as provided in Paragraph J below, that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Supplier or any subcontractor.
- B. This warranty shall continue for a period of one (1) year from the date of Substantial Completion of each Phase except as modified by SP Section 10.2.A which extends the warranty of the vehicle body structure and bogie for five (5) years from Substantial Completion.
- C. The Supplier shall remedy at its own expense any failure to conform, or any defect. In addition, the Supplier shall remedy at its own expense any damage to the Owner-owned or -controlled real or personal property when that damage is the result of the Supplier's failure to conform to Contract requirements or any defect of equipment, material, workmanship, or design furnished.
- D. The Supplier shall restore any Work damaged in fulfilling the terms and conditions of the Contract. The Supplier's warranty with respect to Work repaired or replaced shall be in force for the unexpired warranty period of the Work repaired or replaced.
- E. The Owner's Representative shall notify the Supplier in writing within a reasonable time after the discovery of any failure, defect or damage.
- F. If the Supplier fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Supplier's expense.
- G. With respect to all expressed or implied warranties from subcontractors, manufacturers, or suppliers for Work performed and materials furnished under this Contract, the Supplier shall:
  1. Obtain all warranties that would be given in normal commercial practice.
  2. Require all warranties to be executed in writing for the benefit of the Owner.
  3. Enforce all warranties for the benefit of the Owner.
- H. In the event the Supplier's warranty under Paragraph B above has expired, the Owner may bring suit at its expense to enforce a subcontractor's or manufacturer's warranty.
- I. Unless a defect is caused by the negligence of the Supplier, or a subcontractor of the Supplier; the Supplier shall not be liable for the repair of any defects of material or design furnished by the Owner or for the repair of any damage that results from any defect in Owner-furnished material or design.
- J. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

CC 417

Exhibit No: CC 17  
Witness M. Moran  
Date 6/26/13

**BOMBARDIER**

KWD CCR# 711

**TRANSPORTATION**

Bombardier Transportation (Holdings) USA Inc.  
1601 Lebanon Church Road  
Pittsburgh, PA 15238-1491 United States  
www.bombardier.com

TEL 412-655-6700  
FAX 412-655-5880

November 3, 2010

Mr. Ayman Hamed  
Authorized Representative  
Bechtel Infrastructure Corporation  
1845 E. Russell Road  
Las Vegas, NV 89119

Subject: Contract No. 2305 -- Leg C and Leg D ATS Upgrade  
Warranty Provisions  
Letter No. BTL/BEC - 047

Dear Mr. Hamed:

In accordance with Special Provisions 10, Warranty Provisions, for Contract 2305.

The Supplier's warranties under this clause shall apply only to those defects discovered by either the Owner, Owner's Representative, or the Supplier for one (1) year from the date of the Owner issued Certificate of Substantial Completion for each Phase and all components as related to the Work provided by the Supplier; except that the Supplier's warranty on the vehicle body structure and bogie shall remain in effect for five (5) years following the date of Substantial Completion. Substantial Completion for Leg C, dated December 19, 2008, Substantial Completion of Leg D, dated May 7, 2009, and the Substantial Completion of Co located Central Control, dated September 15, 2010.

Phase	Vehicles	Substantial Completion	Warranty Start Date	Warranty End Date	Warranty End Date for Vehicle Body Structure and Bogie
Leg C	1 thru 4	12/19/2008	12/19/2008	12/19/2009	12/19/2013
Leg D	5 thru 10	5/7/2009	5/7/2009	5/7/2010	5/7/2014
Central Control	N/A	9/15/2010	9/15/2010	9/15/2011	N/A

Please do not hesitate to contact me if you have any questions.

Best regards

  
John P. McGinley  
Project Manager

03031

ER3031



CC Ex 18  
Exhibit No. CCx18  
Witness M. MOYAN  
Date 6/26/13

KWD CCR# 711

7H-19668-LV-L-MIA-046

October 5, 2010  
File: CL-2.07  
AD-1.09.02

Mr. Jim Ryan  
Assistant Director - Construction/Engineering  
McCarran International Airport  
P.O. Box 11005, Airport Station  
Las Vegas, NV 89111

Subject: McCarran 2000 - Phase Six  
Contract No. 2305 - Modernize C and D Gates ATS  
Substantial Completion of the Co-located Central Control

Dear Mr. Ryan:

Attached are two (2) original Certificates of Substantial Completion for Phase III - Co-located Central Control.

Bombardier Transportation has successfully completed the installation, testing and commissioning of the ATS control equipment at the new Control Center on September 15, 2010.

The Authorized Representative has verified that all the required activities as detailed in Special Provisions Article 4.3, were completed on September 15, 2010. The contractual completion date stated in the referenced Article above is December 31, 2010.

If the Owner concurs, please execute both originals and return one (1) original to the Authorized Representative.

Very truly yours,

Don Wright  
Project Manager

DHW/AH/mv  
A-H

Attachments:

1. Certificate of Substantial Completion for Co-located Central Control, dated 09/15/2010  
(2 - Originals)

cc: S. Hobbes, w/att.  
M. Quarrell, w/att.  
Bechtel Files, w/att

BECHTEL INFRASTRUCTURE CORPORATION

1845 E. Russell Road  
Las Vegas, NV 89119

03032

ER3032

## McCARRAN 2000 CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: County of Clark  
Department of Aviation  
P.O. Box 11005, Airport Station  
Las Vegas, NV 89111  
Attn: Mr. Jim Ryan

CONTRACTOR: Bombardier Transportation  
CONTRACT: ATS Leg C and Leg D Rehabilitation  
CONTRACT NO: 2305

Project, or Designated Area, shall include: Special Provisions 4.3-A Time for Completion: Phase III—  
Substantial Completion of the co-located Central Control and associated subsystems.

### DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

The Contractor will complete or correct Work on the list of items appended hereto within 90 days from the Date of Substantial Completion.

Contractor: Bombardier Transportation

By: [Signature] / Pat McGinley Date: SEPTEMBER 15, 2010  
Sign/Print

The Work performed under this Contract has been reviewed and found to be substantially complete. Milestone Completions for this work were accepted and signed on September 15, 2010.

The Date of Substantial Completion is hereby established as: September 15, 2010.

Bechtel Infrastructure Corporation

By: [Signature] / Ayman Hamed Date: 09/15/2010  
Sign/Print

The Owner accepts the Work or designated portion thereof as Substantially complete and will assume full possession thereof at 0400AM on September 15, 2010. In addition, the Owner shall assume responsibilities for maintenance, heat, and utilities of said Work or designated portion thereof.

Owner  
Clark County, Department of Aviation

By: [Signature]  
Jim Ryan  
Assistant Director, Construction/Engineering

Date: 10-07-10

03033

## McCARRAN 2000 CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: County of Clark  
Department of Aviation  
P.O. Box 11005, Airport Station  
Las Vegas, NV 89111  
Attn: Mr. Jim Ryan

CONTRACTOR: Bombardier Transportation  
CONTRACT: ATS Leg C and Leg D Rehabilitation  
CONTRACT NO: 2305

Project, or Designated Area, shall include: Special Provisions 4.3-A Time for Completion: Phase III—  
Substantial Completion of the co-located Central Control and associated subsystems.

### DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

The Contractor will complete or correct Work on the list of items appended hereto within 90 days from the Date of Substantial Completion.

Contractor: Bombardier Transportation

By: [Signature] / Pat McGinley Date: SEPTEMBER 15, 2010  
Sign/Print

The Work performed under this Contract has been reviewed and found to be substantially complete. Milestone Completions for this work were accepted and signed on September 15, 2010.

The Date of Substantial Completion is hereby established as: September 15, 2010.

Bechtel Infrastructure Corporation

By: [Signature] / Ayman Hamed Date: 09/15/2010  
Sign/Print

The Owner accepts the Work or designated portion thereof as Substantially complete and will assume full possession thereof at 0400AM on September 15, 2010. In addition, the Owner shall assume responsibilities for maintenance, heat, and utilities of said Work or designated portion thereof.

Owner  
Clark County, Department of Aviation

By: [Signature]  
Jim Ryan  
Assistant Director, Construction/Engineering

Date: 10-07-10

03034

2305 Cert of Substantial Completion

ER3034



Exhibit No. CCX19  
Witness M. Moran  
Date 6/26/13

CC EX 19

KWD CCR# 711

7H-19668-LV-L-MIA-052

August 3, 2011  
Filed 5:01 PM  
AD-1.09.05

Mr. Jim Ryan  
Assistant Director - Construction/Engineering  
McCarran International Airport  
P.O. Box 11005, Airport Station  
Las Vegas, NV 89111

Subject: McCarran 2000 - Phase Six  
Contract No. 2305 - ATS Leg C and Leg D Rehabilitation  
Contract Completion

Dear Mr. Ryan:

Please be advised that the above referenced Contract is complete. All conditions of the Contract have been concluded and all Contract closeout requirements have been met. The Contractor has submitted a letter releasing the Owner of all claims and liens and has been paid all outstanding monies for this Contract.

The attached disc includes all documents for this contract. Bechtel has verified that each file on the disc can be opened and is legible. An audit has been performed and all documents for this project are now included in DocuShare.

Bechtel services related to execution of the 2305 Contract have been completed. Based on the above, Bechtel recommends the destruction of the paper records as identified above.

If the Owner concurs, please indicate by signing in the space provided below.

Very truly yours,

Don Wright  
Project Manager

AH  
DW/AH/LLB/mv

Attachments: Contract Change Order No. 01 - dated December 1, 2010  
Release of Claims and Liens Letter - dated April 6, 2011  
Progress Pay Estimate No. 038 - Final (Signed cover sheet)  
Notice of Final Completion - dated July 27, 2011 (original)  
Disc - 2305 - ATS Leg C and Leg D Rehabilitation

cc: S. Hobbes, w/att., M. Quarrell, w/att., P. Lynn, w/att.

APPROVED BY:

James Ryan, Assistant Director Date 8-10-11

BECHTEL INFRASTRUCTURE CORPORATION

1845 E. Russell Road  
Las Vegas, NV 89119

03035 8/4/11

ER3035

# **McCarran 2000** **CONTRACT CHANGE ORDER NO. 1 (FINAL)**

NO:	2305	TITLE:	ATS Leg C and Leg D Rehabilitation
SUPPLIER:	Bombardier Transportation	OWNER:	Clark County Dept. of Aviation
ADDRESS:	1501 Lebanon Church Rd. Pittsburgh, PA 15236-1491	DATE:	December 1, 2010

## **DESCRIPTION OF CHANGE**

The subject Agreement is herein amended to incorporate the following changes to scope and terms of the current Agreement.

## **ADDITIVE CHANGES TO THE CONTRACT**

<u>Description</u>	<u>Monetary Impact</u>	<u>Schedule Impact</u>
Contract Change Request No. 2	\$ 77,493.00	0 Days
Contract Change Request No. 3	\$ 8,000.00	0 Days
Contract Change Request No. 4	\$ 1,338,708.00	0 Days
Total Additive Changes	\$ 1,424,199.00	0 Days

## **DEDUCTIVE CHANGES TO THE CONTRACT**

<u>Description</u>	<u>Monetary Impact</u>	<u>Schedule Impact</u>
Contract Change Request No. 1	(119,255.00)	0 Days
Contract Change Request No. 5	\$ (92,151.00)	0 Days
Total Deductive Changes	\$ (211,406.00)	0 Days

For further details regarding the above referenced CCR's, please refer to the attached copies of the individual CCR's.

## **CONTRACT VALUE AND COMPLETION DATA**

The subject Contract is herein amended to incorporate the following:

ORIGINAL AGREEMENT VALUE:	\$ 42,688,735.00
THIS CHANGE:	\$ 1,212,793.00
ADJUSTED VALUE:	\$ 43,901,528.00

ORIGINAL COMPLETION DATE:	December 31, 2010
THIS CHANGE ORDER:	0 Days
ADJUSTED COMPLETION DATE:	December 31, 2010

# McCarran 2000

## CONTRACT CHANGE ORDER NO. 1 (FINAL)

NO: 2305 TITLE: ATS Leg C and Leg D Rehabilitation

SUPPLIER: Bombardier Transportation OWNER: Clark County Dept. of Aviation

ADDRESS: 1501 Lebanon Church Rd. DATE: December 1, 2010  
Pittsburgh, PA 15236-1491

### MILESTONE COMPLETION SUMMARY

The work included in each Milestone was completed according to the dates listed below:

M/S No.	Contract Day	Contract Date	Change via CCR/CCO	Adjusted Date	Actual Date	Delta Early (+) Late (-)
1	784	12/31/2008	0 Days	12/31/2008	12/19/2008	12 Days
2	843	2/28/2009	0 Days	2/28/2009	5/7/2009	-68 Days
3	1514	12/31/2010	0 Days	12/31/2010	9/15/2010	107 Days

No starting or closing dates for any portion of the work in this Agreement are changed or amended except for those specifically listed in this Change.


The completion date, value and all other terms, covenants and conditions of the above referenced Agreement, except as duly modified by this and previous Changes, if any, remain in full force and effect.

This Change constitutes a full and final settlement of all known and unknown claims, changes, and issues associated with the Supplier, its Sub-Contractors and Vendors at all lower-tiers.

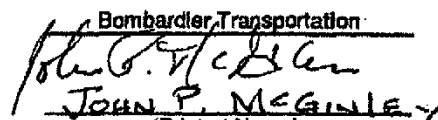
OWNER: Clark County Department of Aviation

SUPPLIER: Bombardier Transportation

BY:

  
Randall H. Walker

BY:

  
JOHN P. MCGINLEY  
(Printed Name)

TITLE: Director of Aviation

TITLE: PROJECT MANAGER

DATE: 5/9/11

DATE: APRIL 19, 2011



## AFFIDAVIT, FINAL WAIVER OF LIEN

PROJECT DESCRIPTION: Leg C and Leg D ATS Upgrade

CONTRACT NUMBER: 2305

The undersigned, for and in consideration of the payments made or to be made by McCarran International Airport c/o Bechtel Infrastructure Corporation through Pay Estimate No. 38 for labor employed in and/or materials furnished for the construction of the above referenced project pursuant to the above referenced Contract, hereby certifies as follows:

1. Upon receipt of payment for all deliveries of material to and/or for all work performed in the construction of the project through the date of this Affidavit. The undersigned does hereby waive release and quit claim in favor of the Owner for the project, and of their successors, and assigns all rights that presently exist or hereafter may accrue to the undersigned to assert a lien upon the land and improvements comprising the project by virtue of any law in the jurisdiction in which the land and improvements are situated, or any amendment of said law regarding the rights of a contractor to assert a lien of claim against this project.

2. The undersigned has not and will not assign any claim for payment or right to perfect a lien against the project and the undersigned has the right, power and authority to execute this Affidavit and Final Waiver of Lien.

3. The undersigned warrants that all laborers and subcontractors employed by it and all suppliers of material men from which it has acquired material incorporated into the project have been paid in full or will be paid in full from monies received from this payment request and that none of such laborers, subcontractors, suppliers or materialmen have or will have any claim, demand or lien against the project.

4. No security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed in the project.

5. In consideration of payments received, and upon receipt of the amount of this request, the undersigned does hereby waive and relinquish all claim or right of lien which the undersigned may now have upon the premises on account of work performed for which payment has been received by the contractor but the contractor does not waive claims or right of lien for contract and/or change order work performed for which payment is being retained or will subsequently become due.

IN WITNESS WHEREOF, this Affidavit and Final Waiver of Lien has been executed on

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

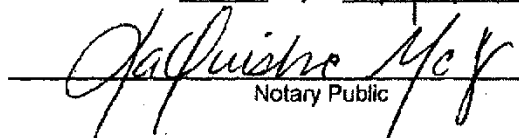
Bombardier Transportation Holdings, USA, Inc.

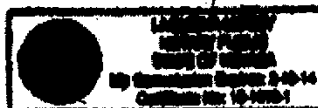
(Contractor)

By: 

WITNESS:

Subscribed and sworn to me this 6<sup>th</sup> day of April, 20 11

  
Notary Public



03038

# McCARRAN 2000

## MONTHLY PROGRESS PAY ESTIMATE

CONTRACT NO. 2305 DELIVERABLE GROUP NO. CC 04.020.101 PAY ESTIMATE NO. 38  
 PERIOD COVERED: FROM: 10/1/2010 TO: 5/04/2011

FINAL  
 PMT

	CONTRACT	PREVIOUS PERIOD	THIS PERIOD	TOTAL TO DATE
ORIGINAL	\$ 42,688,735.00	\$ 42,627,128.00	\$ 61,607.00	\$ 42,688,735.00
CCR'S (DEDUCT)	\$ (211,406.00)	\$ (119,255.00)	\$ (92,151.00)	\$ (211,406.00)
QA'S (DEDUCT)	\$ -	\$ -	\$ -	\$ -
ADJUSTED	\$ 42,477,329.00	\$ 42,507,873.00	\$ (30,544.00)	\$ 42,477,329.00
CCR'S (ADD)	\$ 1,424,199.00	\$ 1,424,199.00	\$ -	\$ 1,424,199.00
QA'S (ADD)	\$ -	\$ -	\$ -	\$ -
ADJUSTED	\$ 43,901,528.00	\$ 43,932,072.00	\$ (30,544.00)	\$ 43,901,528.00
RETENTION (STA)	\$ -	\$ (2,365,487.95)	\$ 2,365,487.95	\$ -
RETENTION (SPE)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 43,901,528.00	\$ 41,566,584.05	\$ 2,334,943.95	\$ 43,901,528.00

FORECAST EARNINGS FOR NEXT 3 MONTHS: 1. \$0.00 2. \$0.00 3. \$0.00

### SUBMITTED BY CONTRACTOR

I CERTIFY that the above estimate is correct and just and that payment therefore has not been received and all contract conditions have been complied with; I further certify the Contractor and all subcontractors employed on the work have complied the labor standards provisions and equal opportunity provisions of the contract; I also certify that all previous payment to me under this contract have been applied by me to discharge in full my obligations in connection with work covered by all prior pay estimates.

CONTRACTOR: Bombardier Transportation BY: [Signature] DATE: 5/4/2011

### RECOMMENDED BY BECHTEL

I Certify I have checked quantities covered by the estimate; that the work was actually performed; that quantities are correct and consistent with all previously compilation as actually checked; that the quantities and amounts are wholly consistent with the requirements of the contract or other instruments involved.

BY: [Signature] TITLE: AYMAN HAMED DATE: 5/23/2011

### APPROVED BY DEPARTMENT OF AVIATION

REVIEWED BY: [Signature] TITLE: Senior Accountant DATE: 6/17/11

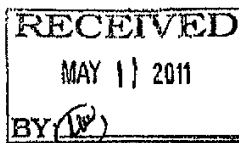
APPROVED BY: [Signature] TITLE: Airport Construction Contracts Manager DATE: 6-21-11

Bombardier Copy

(5/4/2011)

03039

ER3039



## **McCARRAN 2000 NOTICE OF FINAL COMPLETION**

---

TO: County of Clark  
Department of Aviation  
P.O. Box 11005, Airport Station  
Las Vegas, NV 89111  
Attn: Mr. Jim Ryan

CONTRACTOR: Bombardier Transportation Holdings

CONTRACT: Satellite C and D Tram Upgrade

CONTRACT NO: 2305

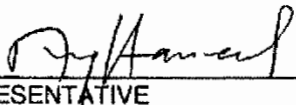
Project, or Designated Area, shall include:

The intent of the Contract was to provide for the design, facilities interface, coordination, manufacture, fabrication, delivery, installation, integration, testing, demonstration, operation and commissioning of Legs C and D of ATS system upgrade within the McCarran Airport provided facilities as described and defined in the Contract Documents.

The requirements, as listed in Special Provisions 8.5.2, FINAL ACCEPTANCE OF WORK, have been completed.

Outstanding monies due the Contractor have been paid.

BECHTEL INFRASTRUCTURE CORPORATION

BY: AYMAN HAMED  DATE: 07/27/2011  
AUTHORIZED REPRESENTATIVE

03040

<b>McCARRAN 2000</b>
<b>DOCUMENT TRANSMITTAL</b>

CONTRACT NO.: 2305

DATE: 7/28/11

DOCUMENT: Letter

DOCUMENT NO.: MIA 052

TO: A. HAMED – AUTHORIZED REPRESENTATIVE

REVIEWED BY: AH

DATE: 7/28/11

FARBOD  
TO: M. TAGOE – ASSISTANT SITE MANAGER

REVIEWED BY: FARBOD

DATE: August 1, 2011

TO: D. BADE – ASSISTANT CONTRACTS MANAGER

REVIEWED BY: DDB

DATE: 8/2/11

TO: D. WRIGHT – PROJECT MANAGER

REVIEWED BY: DW

DATE: 8/3/11

TO: MIA

FOR REVIEW

DATE SENT: 8-4-11

\*\*\*\*Letter to MIA - with attachments only\*\*\*\*

Check list and back up (with copy of signed letter) back to Lisa B.

03041 8/3/11



Exhibit No. CCV20  
Witness M. MORAN  
Date 10/26/13

KWD CCR# 711

7H-19668-LV-L-MIA-046

October 5, 2010  
File: CL-2.07  
AD-1.09.02

Mr. Jim Ryan  
Assistant Director - Construction/Engineering  
McCarran International Airport  
P.O. Box 11005, Airport Station  
Las Vegas, NV 89111

Subject: McCarran 2000 - Phase Six  
Contract No. 2305 - Modernize C and D Gates ATS  
Substantial Completion of the Co-located Central Control

Dear Mr. Ryan:

Attached are two (2) original Certificates of Substantial Completion for Phase III - Co-located Central Control.

Bombardier Transportation has successfully completed the installation, testing and commissioning of the ATS control equipment at the new Control Center on September 15, 2010.

The Authorized Representative has verified that all the required activities as detailed in Special Provisions Article 4.3, were completed on September 15, 2010. The contractual completion date stated in the referenced Article above is December 31, 2010.

If the Owner concurs, please execute both originals and return one (1) original to the Authorized Representative.

Very truly yours,

Don Wright  
Project Manager

DHW/AH/mv

AH

Attachments:

1. Certificate of Substantial Completion for Co-located Central Control, dated 09/15/2010  
(2 - Originals)

cc: S. Hobbes, w/att.  
M. Quarrell, w/att.  
Bechtel Files, w/att

BECHTEL INFRASTRUCTURE CORPORATION

1845 E. Russell Road  
Las Vegas, NV 89119

03042

ER3042

## McCARRAN 2000 CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: County of Clark  
Department of Aviation  
P.O. Box 11005, Airport Station  
Las Vegas, NV 89111  
Attn: Mr. Jim Ryan

CONTRACTOR: Bombardier Transportation  
CONTRACT: ATS Leg C and Leg D Rehabilitation  
CONTRACT NO: 2305

Project, or Designated Area, shall include: Special Provisions 4.3-A Time for Completion: Phase III—  
Substantial Completion of the co-located Central Control and associated subsystems.

### DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

The Contractor will complete or correct Work on the list of items appended hereto within 90 days from the Date of Substantial Completion.

Contractor: Bombardier Transportation

By: [Signature] / Pat McGinley Date: SEPTEMBER 15, 2010  
Sign/Print

The Work performed under this Contract has been reviewed and found to be substantially complete. Milestone Completions for this work were accepted and signed on September 15, 2010.

The Date of Substantial Completion is hereby established as: September 15, 2010.

Bechtel Infrastructure Corporation

By: [Signature] / Ayman Hamed Date: 09/15/2010  
Sign/Print

The Owner accepts the Work or designated portion thereof as Substantially complete and will assume full possession thereof at 0400AM on September 15, 2010. In addition, the Owner shall assume responsibilities for maintenance, heat, and utilities of said Work or designated portion thereof.

Owner  
Clark County, Department of Aviation

By: [Signature]  
Jim Ryan  
Assistant Director, Construction/Engineering

Date: 10-07-10

03043

## McCARRAN 2000 CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: County of Clark  
Department of Aviation  
P.O. Box 11005, Airport Station  
Las Vegas, NV 89111  
Attn: Mr. Jim Ryan

CONTRACTOR: Bombardier Transportation  
CONTRACT: ATS Leg C and Leg D Rehabilitation  
CONTRACT NO: 2305

Project, or Designated Area, shall include: Special Provisions 4.3-A Time for Completion: Phase III—  
Substantial Completion of the co-located Central Control and associated subsystems.

### DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

The Contractor will complete or correct Work on the list of items appended hereto within 90 days from the Date of Substantial Completion.

Contractor: Bombardier Transportation

By: [Signature] / Pat McGinley Date: SEPTEMBER 15, 2010  
Sign/Print

The Work performed under this Contract has been reviewed and found to be substantially complete. Milestone Completions for this work were accepted and signed on September 15, 2010.

The Date of Substantial Completion is hereby established as: September 15, 2010.

Bechtel Infrastructure Corporation

By: [Signature] / Ayman Hamed Date: 09/15/2010  
Sign/Print

The Owner accepts the Work or designated portion thereof as Substantially complete and will assume full possession thereof at 0400AM on September 15, 2010. In addition, the Owner shall assume responsibilities for maintenance, heat, and utilities of said Work or designated portion thereof.

Owner  
Clark County, Department of Aviation

By: [Signature]  
Jim Ryan  
Assistant Director, Construction/Engineering

Date: 10-07-10



Exhibit No. CCX20A  
Witness M. Mayan  
Date 1/26/13

KWD CCR# 711

CLC 200  
20A  
DEPARTMENT OF TRANSPORTATION  
CL-2.01  
2009 FEB -3 A 9:04

7H-19668-LV-L-MIA-029

January 30, 2009

File: CL-2.01  
AD-1.09

Mr. Jim Ryan  
Assistant Director - Construction/Engineering  
McCarran International Airport  
P.O. Box 11005, Airport Station  
Las Vegas, NV 89111

Subject: McCarran 2000 - Phase Six  
Contract No. 2305 - Modernize C and D Gates ATS  
Substantial Completion of Leg C

Dear Mr. Ryan:

Attached are two (2) original Certificates of Substantial Completion for Phase 1 - C Leg Train Upgrade. The Authorized Representative has verified that all the required activities as detailed in Special Provisions Article 4.3, were completed December 19, 2008.

The contractual completion date stated in the referenced Article above, is December 31, 2008.

Following handover and operation of the train, it was noted that the station doors were not operating correctly. In addition there is one outstanding NCR (see attached letter No. 083 and NCR No. 005). As a result of this, the 2.5% retention currently withheld, will not be released until the station doors are operating to the satisfaction of the Owner and the NCR has been closed.

If the Owner concurs, please execute both originals and return one original to the Authorized Representative.

Very truly yours,

Don Wright  
Project Manager

DW/RL/mv

Attachments:

1. Certificate of Substantial Completion for Leg C
2. Open Punch List Items for Leg C
3. Bechtel Letter No.083 dated 01/08/2009
4. NCR No.005

cc: S. Hobbes, w/att., M. Quarrell, w/att., Bechtel Files, w/att.

BECHTEL INFRASTRUCTURE CORPORATION

1845 E. Russell Road  
Las Vegas, NV 89119

03045

WJ

ER3045



# McCARRAN 2000

## CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: County of Clark  
Department of Aviation  
P.O. Box 11005, Airport Station  
Las Vegas, NV 89111  
Attn: Mr. Jim Ryan

CONTRACTOR: Bombardier Transportation  
CONTRACT: Modernize C and D Gates ATS  
CONTRACT NO: 2305

MILESTONE NO: Leg C vehicle operation with new train control equipment

Project, or Designated Area, shall include: Special Provision, Article 4.3 - Substantial Completion

### DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as: 12/19/2008

Outstanding monies due the Contractor may: Be billed for

Bechtel Infrastructure Corporation

By: Richard Lynt

Date: 01/08/2009

Sign: 

Title: Authorized Representative

The Contractor will complete or correct Work on the list of items appended hereto within 90 days from the Date of Substantial Completion. ATTACH 1/22/09 (5 Pages)

Contractor

By: Roy Ryan

Date: 11/19/08

Sign: 

Title: Authorized Representative

The Owner accepts the Work or designated portion thereof as Substantially complete and will assume full possession thereof at 6:00 AM (time) on 12/19/2008 (date). In addition, the Owner shall assume responsibilities for maintenance, heat and utilities of said Work or designated portion thereof.

Owner

Clark County, Department of Aviation

By: 

Date: 2.10.09

Jim Ryan  
Asst Director, Construction/Engineering

03046



CC Ex 206  
Exhibit No. CCx208  
Witness M. Moran  
Date 6/20/13

KWD COR# 711

7H-19668-LV-L-MIA-036

January 8, 2010  
File: CL-2.01  
AD-1.09

Mr. Jim Ryan  
Assistant Director - Construction/Engineering  
McCarran International Airport  
P.O. Box 11005, Airport Station  
Las Vegas, NV 89111

Subject: McCarran 2000 - Phase Six  
Contract No. 2305 - Modernize C and D Gates ATS  
Substantial Completion of Leg D

Dear Mr. Ryan:

Attached are two (2) original Certificates of Substantial Completion for Phase II - D Leg Train Upgrade. The Authorized Representative has verified that all the required activities as detailed in Special Provisions Article 4.3, were completed. Both D Leg New Trams were operational and open to public on May 7, 2009.

The contractual completion date stated in the referenced Article above is February 28, 2009.

Due to the reliability issues with the C Leg station doors, Bombardier held off the D leg station doors modification allowing a "test period" to be completed on the new C Leg station doors first. Bombardier Letter No. 028 dated September 1, 2009 stated that Bombardier successfully completed the modifications to the D station doors addressing the reliability issues and provided supporting documents from the Operation and Maintenance group.

The Contractor was notified per Bechtel Letter No. 081, dated January 06, 2009, that the Owner reserves its rights to assess liquidated damages for Contractor's failure to achieve Contract milestones per GP 9.1.

If the Owner concurs, please execute both originals and return one original to the Authorized Representative.

Very truly yours,

Don Wright  
Project Manager

DHW/RL/AH/ab

Attachments:

1. Certificate of Substantial Completion for Leg D, dated 05/07/2009 (2 - Originals)
2. Bombardier Letter No.028, dated 09/01/2009
3. Bechtel Letter No. 081, dated 01/06/2009
4. Bechtel Liquidated Damages Analysis

cc: S. Hobbes, w/att., M. Quarrell, w/att., P. Carollo, w/att., Bechtel Files, w/att

BECHTEL INFRASTRUCTURE CORPORATION

1845 E. Russell Road  
Las Vegas, NV 89119

03047

ER3047

# McCARRAN 2000

## CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: County of Clark  
Department of Aviation  
P.O. Box 11005, Airport Station  
Las Vegas, NV 89111  
Attn: Mr. Jim Ryan

CONTRACTOR: Bombardier Transportation

CONTRACT: ATS Leg C and Leg D Rehabilitation

CONTRACT NO: 2305

Project, or Designated Area, shall include: Special Provisions 4.3-A Time for Completion: Phase II—  
Substantial Completion of Leg D Vehicle operation with new train Control equipment.

### DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

Feb 28, 2009

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as: May 7, 2009

Outstanding monies due the Contractor may: N/A

Bechtel Infrastructure Corporation

By: Richard Lynt

Date: 12/9/09

The Contractor will complete or correct Work on the list of items appended hereto within 90 Days days from the Date of Substantial Completion.

Contractor

By: Roy Ryan

Date: 12/9/09

The Owner accepts the Work or designated portion thereof as Substantially complete and will assume full possession thereof at 0700AM (time) on May 7, 2009 (date). In addition, the Owner shall assume responsibilities for maintenance, heat and utilities of said Work or designated portion thereof.

Owner

Clark County, Department of Aviation

By: 

Jim Ryan

Ass. Director, Construction/Engineering

Date: 01-11-10

# McCARRAN 2000

## CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: County of Clark  
Department of Aviation  
P.O. Box 11005, Airport Station  
Las Vegas, NV 89111  
Attn: Mr. Jim Ryan

CONTRACTOR: Bombardier Transportation  
CONTRACT: ATS Leg C and Leg D Rehabilitation  
CONTRACT NO: 2305

Project, or Designated Area, shall include: Special Provisions 4.3-A Time for Completion: Phase II—  
Substantial Completion of Leg D Vehicle operation with new train Control equipment.

### DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

Feb 28, 2009

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as: May 7, 2009

Outstanding monies due the Contractor may: N/A

Bechtel Infrastructure Corporation

By: Richard Lynt  Date: 12/9/09

The Contractor will complete or correct Work on the list of items appended hereto within 90 Days days from the Date of Substantial Completion.

Contractor

By: Roy Ryan  Date: 12/9/09

The Owner accepts the Work or designated portion thereof as Substantially complete and will assume full possession thereof at 0700AM (time) on May 7, 2009 (date). In addition, the Owner shall assume responsibilities for maintenance, heat and utilities of said Work or designated portion thereof.

Owner  
Clark County, Department of Aviation

By:   
Jim Ryan  
Asst. Director, Construction/Engineering

Date: 01-16-10

# BOMBARDIER

## TRANSPORTATION

Bombardier Transportation (Holdings) USA Inc.  
1501 Lebanon Church Road  
Pittsburgh, PA 15236-1491 United States  
www.bombardier.com

TEL 412-655-5700  
FAX 412-655-5860

September 01, 2009

Mr. Richard Lynt  
Authorized Representative  
Bechtel Infrastructure Corporation  
1845 East Russell Road  
Las Vegas, NV 89119

Subject: Contract No. 2305 – Leg C and Leg D ATS Upgrade  
Leg C and D Station Door Performance  
BTL/BEC-0028

RECEIVED

SEP 02 2009

BECHTEL

Reference: Bechtel Letters 085 and 097

Dear Mr. Lynt:

Bombardier has successfully implemented the modifications to the Leg C and D station doors addressing the reliability issues referenced in the Bechtel letters above. Enclosed is the supporting documentation from the operation and maintenance group showing the improved performance of the door systems which addresses the final punch list item for Leg C and the station door punch list item for Leg D.

Best regards,



Roy Ryan  
Project Manager

03050

ER3050

CC Ex 22

**CERTIFICATE OF CUSTODIAN OF RECORDS**

STATE OF NEVADA       )  
                                  ) ss:  
COUNTY OF CLARK       )

NOW COMES Yolanda C. Jones, who after being duly sworn deposes and says:

1. That the deponent is the Custodian of Records for CITY OF LAS VEGAS PURCHASING DEPARTMENT and in such capacity is the custodian of the records of the office or institution.

2. That on the 5<sup>th</sup> day of December, 2012, the deponent was served with a request calling for the production of documents pertaining to all information regarding RFP 120153-SK.

3. That the deponent has examined the original of those documents and has made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.

4. That the original of those documents was made at or near the time of the acts, events, conditions, opinions or diagnoses recited therein by or from information transmitted by a person with knowledge in the course of a regularly conducted activity of the deponent or the office or institution in which the deponent is engaged.

DATED this 5<sup>th</sup> day of December, 2012.

Yolanda C. Jones  
CUSTODIAN OF RECORDS

SUBSCRIBED AND SWORN to before me this 5<sup>th</sup> day of December, 2012.

[Signature]

NEVADA STATE LABOR COMMISSIONER

EXHIBIT CCx 22

WITNESS W. Stanley

DATE 9/9/13



# City of Las Vegas

PURCHASING & CONTRACTS DIVISION  
CITY HALL, 3RD FLOOR  
495 SOUTH MAIN STREET  
LAS VEGAS, NEVADA 89101-2988  
(702) 229-6231  
FAX (702) 384-9964  
TTY (702) 386-9108  
[www.lasvegasnevada.gov/bids](http://www.lasvegasnevada.gov/bids)



KATHLEEN C. RAINEY  
MANAGER

STEVE KESSLER  
SENIOR BUYER

## REQUEST FOR PROPOSALS (RFP)

RFP No. 120153-SK

Elevator Maintenance And Repair

**SCOPE OF WORK:** The City of Las Vegas (City) hereby invites qualified firms or individuals (Offerors) to submit written proposals to provide Maintenance and Repair Services for all City of Las Vegas Owned Elevators.

**PRE-PROPOSAL CONFERENCE** will be held on Thursday, August 9, 2012 at 2:00 pm in the Purchasing & Contracts Division Conference Room, 495 South Main Street, Third Floor, Las Vegas, Nevada 89101. The purpose of this conference is to discuss the specifications and any Prospective Offeror's questions regarding the RFP documents and RFP process. Attendance is optional.

**TRAINING SESSION:** If a firm is unfamiliar with the public solicitation process and would like to obtain training on the RFP submittal process for this requirement, please contact Steve Kessler, at (702) 229-1827, no later than Wednesday, August 8, 2012, and a training session will be held immediately after the Pre-Proposal Conference.

**PROPOSAL DEADLINE:** All proposals must be received in the Office of the City Clerk, Second Floor, City Hall, 495 South Main Street, Las Vegas, NV 89101-2986 by Thursday, August 30, 2012 **no later than 1:30 p.m., Pacific Time.** Proposals received after the established deadline will be returned to the Offeror, and will not receive further consideration in the evaluation process. Proposals are not publicly opened (disclosed), in accordance with NRS 332.061(2).

**RFP DOCUMENTS AND ADDENDA MAY BE OBTAINED** online at the DemandStar website, [www.DemandStar.com](http://www.DemandStar.com). DemandStar offers a free single agency subscription which includes free document downloads by registering at [www.DemandStar.com/register.rsp](http://www.DemandStar.com/register.rsp) or by calling (800) 711-1712.

RFP documents obtained from any source other than DemandStar may not be accurate or complete and each Offeror assumes all risks by its reliance on such documents. An Offeror who has not obtained RFP documents from DemandStar will not be notified of any Addenda issued by the City, which could contain material changes thereto (such as additions or changes to the technical specifications, extensions of time, etc.).

**INQUIRIES:** Questions regarding this solicitation should be directed to Steve Kessler, Senior Buyer, at (702) 229-1827, fax to (702) 464-5771, or email to [skessler@lasvegasnevada.gov](mailto:skessler@lasvegasnevada.gov). To ensure a timely response, Inquires should be made by close of business on Thursday, August 23, 2012. Information in response to inquiries may be published as an RFP Addendum.

Prospective Offerors are hereby notified that this Request for Proposals and all related documents will be made available in an alternate format (audio or Braille) upon request to the Purchasing & Contracts Division, telephone number (702) 229-6231 or (702) 386-9108 (TTY).

City Council: MAYOR CAROLYN G. GOODMAN – MAYOR PRO TEM STAVROS S. ANTHONY  
LOIS TARKANIAN – STEVEN D. ROSS – RICKI Y. BARLOW – BOB COFFIN – BOB BEERS  
City Manager: ELIZABETH N. FRETWELL

03052

ER3052

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**REQUEST FOR PROPOSALS**  
**1.0 PROJECT OVERVIEW AND DEFINITIONS**

**1.1 Project Overview**

- (a) The City is seeking proposals for Elevator Maintenance and Repair for all of the City Owned Elevators.
- (b) The anticipated Contract type is Annual Requirements Contract
- (c) Initial Term and Options. It is intended that the initial performance period will be One calendar year(s) with up to Four (4), one-year option periods for renewal.
- (d) This Request for Proposals (RFP) consists of the RFP cover page and Sections 1.0 through 2.0 of this document, including forms and exhibits. The instructions to Offerors are set forth in Section 2.0, and must be followed completely in order for the submitted proposal to be given full consideration for award of a potential contract. The Statement of Work is set forth as attached in Exhibit A.
- (e) A sample of the City's Standard Contract is attached to this RFP (Exhibit B). Should a proposal be selected for award, any resultant Contract is expected to contain substantially the same terms and conditions set forth in the Sample Contract. Any proposed modifications or exceptions taken to the terms and conditions of the Sample Contract are subject to review and approval by the City's contracting authorities. Offerors are advised to thoroughly read the Sample Contract to assure complete understanding of the terms and conditions. Use of the word "contract" in this RFP does not imply any obligation on the part of the City of Las Vegas to enter into a Contract.

**1.2 Definitions**

As used throughout these documents, the following definitions shall apply:

- (a) Addendum                      A written revision to this solicitation document, issued to all Prospective Offerors.
- (b) City                              The City of Las Vegas.
- (c) City Council                    Governing body of the City of Las Vegas.
- (d) Company                        Individual, partnership or corporation that is responsible for the performance of services under a Contract awarded by the City.
- (e) Contract                        Terms and conditions that substantially conform to this RFP's General and Special Clauses, which will be finalized through negotiation and executed by the Successful Offeror and the City.
- (f) Deliverable                    Any report, software, hardware, data, documentation, or other tangible item that the Successful Offeror is required to provide to the City under the terms of a Contract.
- (g) Prospective Offeror           Individual or firm who has received a copy of the RFP.
- (h) Purchasing & Contracts Representative    Individual designated in this RFP as the person to whom all inquiries should be addressed beginning with the issuance of the RFP and ending with award of a Contract, or the completion of the RFP if no Contract is awarded.
- (i) Offeror                          Individual or firm that submits a proposal in response to this RFP.
- (j) Successful Offeror            The individual or firm that is offered a Contract by the City of Las Vegas

## 2.0 INSTRUCTIONS TO OFFERORS

### 2.1 General

- (a) Proposals must be submitted no later than 1:30 p.m., Pacific Time, on the date indicated on the RFP Cover Page. Late proposals will be returned to the Offeror.
- (b) Proposals must be submitted in a sealed envelope to the following address:

Office of the City Clerk  
ATTN: Steve Kessler, /RFP No. 120153-SK  
City Hall, Second Floor  
495 South Main Street  
Las Vegas, Nevada 89101-2986

The envelope must be clearly marked with the RFP Number and the date/time for receipt. Offerors will be wholly responsible for the timely delivery of submitted proposals. Faxed proposals are not allowed and will not be considered.

- (c) Proposals must be submitted in the exact format specified below in Section 2.2 "Proposal Format". Failure to follow the format instructions may result in a negative evaluation of the Offeror's proposal.
- (d) Offerors assume all costs associated with the submission of a proposal including any potential negotiation or interview costs.
- (e) Offers must be valid for a minimum of ninety (90) days.
- (f) If it becomes necessary to revise any part of this RFP, a written Addendum will be provided to all Prospective Offerors by Purchasing & Contracts via DemandStar.com. The City is not bound by any revision to this RFP by City staff, unless such revision or clarification is provided to Prospective Offerors in writing, in the form of an Addendum from the Purchasing & Contracts Representative.

### 2.2 Proposal Format

Offerors shall:

- (a) Submit the entire proposal on standard 8 1/2" x 11" paper, not to exceed 50 double sided pages, with tabbed dividers labeled by section to correspond with the specific sections listed in 2.3, "Proposal Content". Tabbed dividers are not considered in the page count.
- (b) Not include advertising materials or brochures.
- (c) Submit one (1) original and Seven copies of the proposal. The original must be unbound, have no holes punched in the pages, and be suitable for processing through a copying machine without causing a paper jam. The proposal copies should be bound in a manner that would facilitate separation of the pricing information (Section 4) from other sections of the proposal. As part of the City's Sustainability Initiative, copies are *not* to be assembled with spiral binding and should be printed double-sided.
- (d) An electronic copy should be submitted in a Microsoft Office compatible format on a compact disk or flash drive.

### 2.3 Proposal Content

#### Section 1 – Offer Statement and Business Information.

Execute Form A "Offer Statement and Business Information" which consists of the following:

- (a) An individual authorized to bind the Offeror must sign the statement, and the date signed should follow the signature.

- (b) Name and phone number of the representative authorized to negotiate on behalf of the Offeror and answer questions regarding the proposal.
- (c) Copies of all Offeror (and any subcontractor, if applicable) held national, state and local licenses, registrations and certifications applicable to performance of the subject potential Contract. However, a business license is not required to provide a proposal to the City. Prior to Contract award, the Company must have a City of Las Vegas Business License as determined by the Business Licensing Division. Information concerning City Business License requirements and fees may be obtained by calling the Business Licensing Division at (702) 229-6281 or visiting the City website at <http://www.lasvegasnevada.gov/information/23707.htm>.
  - I. Certification comprised of Nevada Department of Industrial Relations, OSHA-NV license, International Union of Elevator Constructors (IUEC) training and manufacturer's training certificates for all of Offerors' employees assigned to perform services on Owners equipment. Any new employee hired by Offeror, shall be required to submit to Owner, copies of above mentioned documents prior to working on Owner's property;
  - II. Copies of all certificates for IUEC provided apprentice and mechanic continuous training and code compliance classes for Offeror's employees assigned to perform services on Owner's equipment;
  - III. Copies of all certificates for apprentice and mechanic continuous training and code compliance classes for Offeror's employees assigned to perform services on OWNER's equipment. Any new employee hired by Offeror, shall be required to submit to OWNER, copies of above mentioned documents prior to working on OWNER's property;
- (d) Acknowledgement of any RFP Addenda.

**Section 2 – Qualifications and Experience.** Include the following information:

- (a) **Offeror's Experience.** Describe the Offeror's experience in providing Elevator Maintenance and Repair services, including information and examples which substantiate successful and reliable past performance, including history of adherence to budget and schedule constraints. Include a brief description of the Offeror's business history and number of years in operation.
- (b) If the project is to be accomplished through an affiliation or joint venture of two (2) or more firms, the names and addresses of those firms must be furnished, including the roles and responsibilities for each. Additionally, for each affiliated firm or joint venture participant, the information regarding experience and qualifications described in (a) above, must be provided.
- (c) **Key Personnel Experience.** Designate the key personnel who would be assigned as the Company representative and any key project staff. Include current resumes. Identify particular experience and/or skills that would be applicable to the services required.
- (d) **Workload Accomplishment.** Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule. Estimate the percentage and kinds of work to be accomplished by the Offeror with staff presently residing locally.
- (e) **References.** Provide the names of firms, telephone numbers, email addresses and contact person(s) for at least three references for which similar services have been provided. Ensure that the references have given permission to be contacted by the City. Alternatively, the Offeror shall describe their organizational and staff experience providing similar goods or services, as described in the RFP, in sufficient detail to demonstrate the ability to perform the requirements.

**Section 3 – Work Plan.** In this section, the Offeror is to provide a proposed approach to satisfy the requirements set forth in attached Exhibit A, "Statement of Work". As part of the work plan, the Offer should address the following items:

- (a) Maintenance Schedule including Weekly, Monthly, Quarterly, Semi-Annual, Annual and Five Year maintenance items.
- (b) Testing Schedule for all required tests including Special Tests and any OSHA test requirements.
- (c) Scheduling and Response for Repairs.

(d) Reporting and Invoicing

Provide samples of the documentation format(s) that will be used to complete the project including sample reports and invoices.

**Section 4 – Pricing.** In this section, Offeror shall provide cost and pricing information in sufficient detail for the City to fully understand the cost of each element being proposed. Examples include, but are not limited to labor hours and dollars, subcontracted material, material handling fees and all overhead rates, and general and administrative (G&A) costs. The City reserves the right to request clarification from the Offerors for any cost information submitted.

An Offeror may place a proprietary legend on those pages containing confidential financial information, with the understanding that any claim for confidentiality is subject to legal review for applicability to the Nevada Public Records Statute, and such legends may be voided.

**Section 5 – Exceptions to the RFP or Sample Contract.** In this section, list any exceptions taken to the RFP or to the attached "Sample Contract", Exhibit B. It is intended that any resultant Contract awarded will contain substantially the same terms and conditions set forth in the "Sample Contract", Exhibit B. Such exceptions will be taken into consideration during the evaluation and may impact the evaluation results. If no exceptions are included in the proposal, the terms and conditions will not be subject to negotiation and shall be deemed accepted by the Successful Offeror.

## 2.4 Award Criteria

- (a) The City is under no obligation to award a Contract(s) for these services. The basis for any potential award would be a review and evaluation of the submitted proposals, and award would be made to the responsive and responsible Offeror(s) whose proposal(s) is most advantageous to the City, price, quality, and other factors considered. The City may award a Contract, with or without further discussions, to one or more Offerors. Award of any Contract(s) will only be made upon approval of the City Council or its designee. The City reserves the right to reject any and all proposals received.
- (b) The principal criteria for award will be the following:
  - 1. Experience, resources and qualifications of the Company and key personnel assigned to this project;
  - 2. Well conceived work plan.
  - 3. Pricing.
- (c) The City reserves the right to consider any other factors when evaluating proposals, when such consideration serves the goals and interests of the City.

## 2.5 Inquiries

- (a) Any questions regarding this Request for Proposals should be directed to Steve Kessler,, Senior Buyer, at (702) 229-1827, fax (702) 464-5771 or e-mail [skessler@lasvegasnevada.gov](mailto:skessler@lasvegasnevada.gov). Offerors shall initiate all contact with the City through this designated Purchasing & Contracts Representative during the period beginning with the issuance of the RFP and ending with the award of any Contract, or the completion of this RFP if no Contract is awarded. This will ensure that all issues are appropriately coordinated and that all Prospective Offerors are afforded equal treatment. Communication between the Prospective Offerors and any non-designated City contact regarding the selection of an Offeror is prohibited from the time the RFP is advertised until a resulting contract is recommended for award. Failure of an Offeror or any of its representatives to comply with this paragraph may result in its proposal being rejected.
- (d) Offerors should thoroughly review the RFP and submit written questions by facsimile or e-mail to the designated Purchasing & Contracts Representative no later than close of business on the day designated on the cover page. The City will distribute responses to questions by RFP Addendum to all Prospective Offerors via automatic notification from DemandStar.

## 2.6 Presentations from Selected Finalists

After proposals are received by the City, an evaluation team may select from the pool of Offerors a group of final Offerors to give a presentation in Las Vegas and/or may request further information from Offerors. Failure to provide requested information or a presentation may eliminate an Offeror from further consideration. All costs associated with providing a presentation shall be the responsibility of the Offeror. Presentations may be in person, by video conference or teleconference.

## 2.7 Evaluation Disclosures

- (a) This Request for Proposals (RFP) is subject to the restrictions set forth in NRS 332, which address the conduct of evaluators and bidders (Offerors), as well as the protection of information associated with the RFP process. Offerors may review the pertinent statutes (NRS 332.025, NRS 332.081, NRS 332.800, NRS 332.810, NRS 332.820) at: <http://leg.state.nv.us/law1.cfm>.
- (b) The NRS definition of "evaluator" extends beyond individuals actually reviewing proposals. NRS 332.025 provides the following definition: "Evaluator" means an authorized representative, officer, employee, representative, agent, consultant or member of a governing body who has participated in (i) the evaluation of bids [proposals], (ii) negotiations concerning purchasing by a local government, or (iii) the review or approval of the award, modification, or extension of a contract.
- (c) A committee will conduct an evaluation of timely received proposals. Each proposal evaluator must certify that they have read NRS Chapter 332 restrictions on "evaluators" and "bidders" (Offerors), that they will abide by the restrictions during and after the evaluation, and that they have no direct or indirect personal interest in the award of any potential contract. Violation of certain of these restrictions is a misdemeanor.
- (d) NRS 332.810 prohibits bidders (Offerors) from: (i) making certain offers of employment or business opportunities to an "evaluator" or member of the governing body, (ii) offering money, a gratuity, or other thing of value to an "evaluator" or member of the governing body, and (iii) soliciting or obtaining any proprietary information regarding the contract from an officer, employee, or member of the governing body. Violation of these restrictions is a gross misdemeanor.
- (e) Pursuant to 332.820, evidence of agreement or collusion among Prospective Offerors and Offerors acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such Offerors void.
- (f) Advance disclosure of any information to any Prospective Offeror which would give that Prospective Offeror any advantage over any other Prospective Offeror would operate to void all proposals received in response to the RFP.
- (g) Offerors are reminded that the RFP Section 2.5 (Inquiries) has established the designated Purchasing & Contracts Representative as the point of contact during the solicitation, evaluation, and award processes.

## 2.8 Notice of Award

After award, the Purchasing and Contracts Division shall issue a Notice of Award, notifying the Successful Offeror of the award and attaching the Contract to be executed by the Successful Offeror(s) and returned to the City.

A binding Contract will not exist between the parties until (i) certificates of insurance and other required documents have been validated and (ii) the City has executed the Contract. In preparing the required insurance documentation, Offeror shall refer to the example insurance certificate and associated forms provided as Attachment 2 to this Request for Proposals. The failure to execute and return any documents required herein, shall cause the City to rescind the award and enter into negotiations with the next highest ranked Offeror.

## 2.9 Post Award Conference

- (a) The Successful Offeror will be required to attend a post-award conference. The purpose of the conference is to review the Contract with those individuals responsible for contract administration and performance of service in accordance with the terms of the Contract.

- (b) Failure to attend this conference and to provide any required documentation may be considered grounds for termination for default.

## **2.10 Protests – Requests for Proposals**

- (a) Any person who submits a proposal in response to this advertised Request for Proposals may, after proposals are received, evaluated, and a Contract is recommended for award, file a notice of protest (hereinafter, "Protest") with the City regarding the awarding of the resulting contract; provided, the person (hereinafter, "Protester") complies, as a condition precedent to consideration of such Protest, with the procedures set forth herein.
- (b) Any person who submits a proposal in response to this advertised Request for Proposals, who has received notice of elimination from further consideration for award, may file a Protest prior to the time a Contract is recommended for award, provided resolution of the protest may be accomplished without disclosure of other proposals. Consideration of any such Protest will be limited to a discussion of the Protestor's proposal, including strengths and weaknesses, and the actual terms and conditions of the Request for Proposals.
- (c) The Protest must be submitted in writing to the attention of the City's Purchasing and Contracts Manager at the address set forth in Section D-1 of the attached "Sample Contract", Exhibit B, within five business days after the Protester knows of the recommended award of a Contract resulting from this Request for Proposals, or within five business days after receiving notice of elimination from further consideration for award.
- (d) The Protest must include a written statement setting forth with specificity the reasons the person filing the Protest believes the applicable provisions of law were violated. The Protest shall contain, at a minimum, the following information:
  - (i) Request for Proposals number and title,
  - (ii) The name and address of the Protester and the title or position of the person submitting the Protest,
  - (iii) A statement describing in detail all of the issues being protested, the underlying specific provision(s) of law alleged to be violated, and the reasons the award of the contract should not be made as proposed by the City,
  - (iv) A statement describing in detail how the issues being protested adversely affect the Protester's proposal submitted to the City,
  - (v) A statement describing the relief sought by the Protester, and
  - (vi) Such other information as the Protester deems to be material.
- (e) The Protester shall provide such additional information requested by the City, which the City deems pertinent to the consideration of the Protest. The Protest shall identify all of the issues and arguments which support the Protester's claim that award of the Contract should not be made as proposed by the City, and any and all subsequent appeals of the decision rendered upon the protest shall be limited solely to the issues and arguments set forth therein, and shall not include any new or additional issues or arguments.
- (f) At the time the Protest is filed, the Protester must post with the City a security in the form of a cashier's check, bond, certified check or money order (hereinafter the "Protest Security") made payable to the City. The amount of the Protest Security shall be the lesser of (i) 25 percent of the Protester's proposed price(s), or (ii) Two Hundred Fifty Thousand Dollars (\$250,000). The Purchasing & Contracts Manager will hold the Protest Security until a final determination is made on the Protest.
- (g) Upon receipt of the Protest and the Protest Security, which meet all the requirements set forth herein, the Purchasing & Contracts Manager will review the Protest with City representatives and, if the Protest is not resolved by mutual agreement, will render a written determination within ten calendar days thereof, unless the nature and complexity of the Protest requires additional time. In lieu of deciding the Protest, the Purchasing & Contracts Manager may: (i) forward the Protest directly to the Finance Director, or (ii) forward the Protest directly to the City Council for a determination.

- (h) The decision of the Purchasing & Contracts Manager may be appealed; provided, the Protester delivers written notice thereof to the Purchasing & Contracts Manager within three business days of receipt by the Protester of the Purchasing & Contracts Manager's written determination. Upon receipt of the written notice of appeal, the Purchasing & Contracts Manager will forward the appeal to the Finance Director or, in the case of time sensitive projects, directly to the City Council, whichever is determined to be in the best interests of the City.
- (i) Upon receipt of the appeal, the Finance Director will review the Protest and issue a written determination within ten calendar days thereof, unless the nature and complexity of the Protest requires additional time. If the Protester is not satisfied with the Finance Director's decision, an appeal may be made to the City Council; provided, a written request is received by the Purchasing & Contracts Manager within three business days of receipt by the Protester of the Finance Director's written determination.
- (j) If an appeal is made to the City Council, the matter will be placed on the agenda of the City Council as soon as possible taking into account the administrative deadlines in effect within the City. The City Council will not consider any appeal unless it complies with the procedures set forth herein.
- (k) If the Protest is upheld, or the City decides to reject all proposals in connection with the Request for Proposals, the full amount of the Protest Security will be returned to the Protester. If the City renders an unfavorable final decision (at any level) on the Protest, the City will return the Protest Security to the Protester within 30 calendar days of the decision after deducting there from the expenses incurred by the City in processing the appeal.
- (l) If the Protester seeks judicial relief from the decision of the City Council, the City will retain the Protest Security until a determination is made by the court. If the court upholds the decision of the City Council, the City may retain an amount equal to the expenses incurred by the City in processing the appeal including, but not limited to, court costs, costs of attorney's fees (including those in retaining private counsel to defend the decision of the City Council), costs of staff time expended in processing the appeal, costs to retain any needed consultants or experts or any other costs incurred by the City resulting from the appeal. If the Protestor prevails in court, the full amount of the Protest Security will be returned to the Protester.
- (m) Neither the City nor its officers, employees, or authorized representative is liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a person who submits a proposal, whether or not the person files a Protest.
- (n) No award will be made of the Contract while a protest or appeal is pending before the City. A person who submits an unsuccessful proposal may not seek any type of judicial intervention until the City Council has made a determination on the protest and awarded the Contract.
- (o) The City, as administrator of the Request for Proposals and a resulting Contract on behalf of the City, is the sole and final forum for submission of Protests.

## EXHIBIT A - STATEMENT OF WORK

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section includes labor, materials, tools, equipment, permits, and supervision necessary to provide full preventive maintenance and corrective repair service of elevators listed in "Table 1 – EQUIPMENT LIST" provided on the page following "Exhibit A".

#### 1.2 DEFINITIONS

- A. The following definitions have the same meaning noted under NAC 455-C:

1. "Elevator" includes, without limitation, an elevator, dumbwaiter, escalator, moving walk, wheelchair lift and related equipment. The term also includes the hoistway and hoistway enclosure of the elevator, dumbwaiter, escalator, moving walk, wheelchair lift and related equipment, and all the machinery and equipment necessary for the operation of the elevator, dumbwaiter, escalator, moving walk, wheelchair lift and related equipment.
2. "Elevator mechanic" means a person who installs, maintains, relocates, improves, alters or repairs elevators.
3. "Elevator mechanic apprentice" means a person who holds a work card that authorizes him to work as an elevator mechanic apprentice under the supervision of an elevator mechanic.
4. "Elevator mechanic helper" means a person who holds a work card that authorizes him to work as an elevator mechanic helper under the supervision of an elevator mechanic.
5. "Hoistway enclosure" means a fixed structure, consisting of vertical walls or partitions, that isolates the hoistway from all other areas or from an adjacent hoistway and in which entrances are installed.
6. "Maintenance" means a process of routine examination, lubrication, cleaning and adjustment of parts, components and subsystems of an elevator to ensure that the elevator satisfies the requirements set forth in NAC 455C.400 to 455C.528, inclusive.
7. "Repair" means the reconditioning of a part, component or subsystem of an elevator which is necessary to ensure that the equipment of the elevator satisfies the requirements set forth in NAC 455C.400 to 455C.528, inclusive.
8. "Wheelchair lift" includes a platform lift, stairway lift and chair lift.
9. "Work card" means a card to work as an elevator mechanic apprentice or an elevator mechanic helper that is issued by the Enforcement Section pursuant to NAC 455C.468.

#### 1.3 QUALIFICATIONS

- A. Offeror's employees performing services under this contract shall be qualified and fully certified, identified under NAC 455-C, to maintain equipment properly and to industry standard, using all reasonable care. Offeror's employees assigned to perform services under this contract must have at least five (5) years of experience, with each employee's resume included. Replacement employees must also meet the five (5) years of experience qualification unless Offeror receives a waiver in writing from Owner to approve an employee with less than five (5) years of experience. Offeror's employees assigned to perform services under this contract shall attend continuing education programs recognized by the industry.
- B. Certification comprised of Nevada Department of Industrial Relations, OSHA-NV license, International Union of Elevator Constructors (IUEC) training and manufacturer's training certificates for all of Offeror's employees assigned to perform services on Owners equipment. Any new employee hired by Offeror, shall be required to submit to Owner, copies of above mentioned documents prior to working on Owner's property. Copies of all certificates for IUEC provided apprentice and mechanic continuous training and code compliance classes for Offeror's employees assigned to perform services on Owner's equipment;



#### 1.4 SAFETY REQUIREMENTS

- A. The safety of the Offeror's employees or representatives and others in or around the area of repairs or maintenance is the responsibility of the Offeror. The Offeror, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. The Owner 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 the Owner or Owner's representative. If barricades are needed to insure safety, the Offeror shall provide them at no cost to the Owner.

**In the event of a vertical transportation equipment related accident of any kind, such as a personal injury, fire, fire alarm/detector activation, disabled elevator containing occupants, major mechanical damage/failure during equipment servicing, etc., Offeror shall immediately notify the proper emergency personnel/agency (if necessary) and Owner.**

### PART 2 WORK PLAN

#### 2.1 WRITTEN WORK PLAN

- A. Within sixty (60) calendar days of contract award, Offeror shall develop a maintenance work plan for each of Owner's facilities containing specified equipment. This work plan shall include at minimum, dates of performance of all services outlined in section IV Service Specifications, of this contract. 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 Offeror's staff who will perform the service. All testing required under this contract shall be reflected in this work plan. Owner reserves the right to modify dates and times of performance of tests that by nature may be disruptive to Owner's business operation. Some tests may be required to be performed after Owner's business hours. Any testing performed after Owner's business hours, shall be performed at no additional cost to Owner. Any additional costs for performing testing after Owner's business hours shall be reflected in the unit pricing contained herein.

Owner's representative will assist Offeror in obtaining contact information for the Owner's representative assigned to each facility for the purposes of this contract.

The work plan shall be a living document that is continuously updated by Offeror and sent electronically to Owner quarterly at minimum for the duration of the contract. The implementation of the work plan scheduling is subject to Owner's approval.

### PART 3 PERFORMANCE REQUIREMENTS

#### 3.1 PERFORMANCE

- A. Owner considers the Offeror to be an expert in the local, state and federal laws, regulations and codes applicable to the services described herein. The Owner is relying on the Offeror's expertise to assure the Owners compliance with all applicable laws, regulations, and codes regarding the items listed and the services to be performed under this contract. Offeror shall comply with National Elevator Code A17.1, ASME A17.1 latest editions and supplements, and any other applicable codes per the requirements of the National Elevator Industry, Inc.

References to existing laws, codes, rules and regulations are defined as those in existence at the time of the bid opening. Should there be changes during the period of performance of this contract, Offeror shall be required to comply with changes and modify performance to the extent necessary to assure Owner's compliance. Offeror may seek compensation if applicable through the price escalation process outlined in this contract.

Offeror shall provide preventative maintenance consisting of examinations, cleaning, lubrication and adjustment of all of the vertical transportation equipment contained herein. Offeror shall maintain all machine rooms, hoist ways and pits in a clean condition as identified in ASME A17.1.

Offeror shall be responsible for the repair or replacement of all components of the vertical transportation equipment necessary to maintain safe operating conditions of equipment contained herein, unless otherwise

noted in this contract. Parts deemed "equal", shall be submitted to Owner for approval prior to installation. No modifications or alterations of parts will be accepted. All replacements parts shall be noted in Owner's equipment log books and become the property of Owner. Offeror shall supply any and all operation manuals and warranty documents for replacement parts to Owner immediately upon completion of installation.

For any of the items or circumstances listed in paragraph (d) of this section, where the Offeror is not responsible for the repair or replacement, Offeror shall notify Owner within twenty-four hours of the discovery by Offeror. In instances where the threat to safety may exist, the Offeror shall render the vertical transportation equipment non-operable and notify Owner immediately. Owner may request a quotation for these repairs from Offeror. Offeror shall provide a written quotation for parts and labor using the pricing structure for both contained herein. Offeror shall not proceed with any repairs where a quote has been submitted without prior written authorization and/or a purchase order.

B. Offeror is not responsible for the following:

1. Repairs required because of vandalism, accident or misuse of the equipment by anyone other than the Offeror, his employees, subcontractors, or agents, or other causes beyond the Offeror's control as determined by Owner;
2. Repair or replacement of building items, such as hoist way or machine room walls and floors, hoist way entrance frames, doors and sills, communication equipment, and signal fixture faceplates, underground hydraulic piping and buried jack cylinders;
3. Mainline and auxiliary disconnect switches, fuses and feeders to control panels; inside elevator cab/ car, ambient ceiling lighting.
4. External telephone and electrical repair to the Heating, Ventilation and Air Conditioning system.

C. Time expended on preventative maintenance should be no less than the minimum for each type of equipment listed in table below. Any repairs or replacement of equipment is to be considered as additional time beyond that required for preventative maintenance and shall not disrupt the performance of scheduled preventative maintenance.

Equipment Type	Service Frequency	Minimum Time Expended
Gearless Elevator	Monthly	Two Hour
Geared/Traction Elevator	Monthly	One Hour
Hydraulic Elevator	Monthly	1 Hour

All services performed, parts or material installed and equipment used in the performance of services under this contract shall be subject to inspection and testing by Owner and / or State of Nevada Elevator Inspector to insure compliance with contract and industry standard.

Any services performed that are deemed by Owner not in conformity with the specifications of this contract or industry standard shall require Offeror to perform services again within seventy-two (72) hours at no additional cost to Owner. Consistent sub-standard performance and/or quality of work may result in the termination of this contract.

### 3.2 EQUIPMENT PERFORMANCE

- A. The Offeror shall ensure that the elevators meet the minimum performance requirements as detailed in Nevada Elevator Code #ASME. A17.1 / ANSI and / or other applicable codes.
- B. Floor-to-Floor Times are measured from the time the doors start to close, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the door is 3/4 open.
- C. Door Opening Times are measured from start of car door open until doors are in the fully open position.
- D. Door Closing Times are measured from start of door close until hoist way doors are fully closed. Contract times will be that shown as the minimum permitted by Code, or whichever is greater.

E. Start-To-Stop Times: Based on a typical 12'-6" floor height.

1. Gearless Elevators: 4.5 to 5.0 seconds
2. Geared/Traction Elevators:
  - i. 200-300 FPM: 6.5 to 7.0 seconds
  - ii. 350-450 FPM: 5.5 to 6.0 seconds
3. Hydraulic Elevator: 12.0 to 13.0 seconds

F. Door Open Times: Based on Standard Steel Doors, 8'-0" Maximum Height.

1. 3'6" Center Opening: 1.6 to 2.2 seconds
2. 4'0" Center Opening: 2.0 to 2.5 seconds
3. 4'0" Two-Speed: 2.8 to 3.3 seconds

G. Door Standing Times:

1. Car Call: 5.0 to 6.0 Seconds
2. Hall Call: 5.0 to 8.0 seconds

H. Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by Code.

I. Additional Operating Characteristics:

1. Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps.
2. Full speed riding shall be without swaying or vibration.
3. Elevator and door operation shall be quiet with smooth checking at the extremes of travel.
4. Door pressure shall be maintained below 30 pounds in the closing and not exceed kinetic energy forces stipulated in the code.
5. Escalator handrails shall operate at the same speed as steps.
6. Escalator step alignment shall be maintained to squarely engage the comb plates and cleated risers to prevent excessive wear and noise. Combs will be replaced when a tooth is missing.
7. Maintain code clearances between step and skirt panel.
8. Offeror shall check and maintain all phones in elevators each month to ensure phones are operational.
9. Elevators, escalator, and ASSCO components shall be maintained to manufacturer's specifications and requirements.

3.3 SPECIAL TESTS

- A. Elevators provided with fire service, derailment devices, seismic switches or other special circuits should be checked once every year or more often if required by applicable law, ordinance or regulation, to make certain that these devices are operating correctly and as designed. Owner will notify Offeror when Owner will be testing the emergency power operation. Offeror shall be in attendance for this testing to perform immediate repairs or corrections to prepare the system for retest.
- B. Offeror shall examine the car safety devices, governors and conduct one annual no load test during the term of this contract, or more often if required by local, State and Federal applicable laws ordinances, regulations. No less than every five years, one full load, full speed test of the safety mechanism, over-speed governors, car and counterweight buffers shall be performed as outlined in section IV Service Specifications of this contract. The car balance shall be checked electrically and the governor set. If required, the governor shall be recalibrated and sealed for proper tripping speed. Owner will witness these tests. Offeror shall verbally brief Owner's representative on malfunctions or repairs prior to leaving the testing. All corrections required shall be performed within forty-eight (48) hours of discovery. A written report shall be furnished to Owner indicating the test results, any malfunctions and corrective action taken. All testing shall conform to the requirements of ASME A17.1 and/or local code testing requirements. Install test tags on equipment indicating type of test and date.
- C. Hydraulic elevators shall have one (1) load test performed during the term of this contract or more often if required by applicable law, ordinance or regulation but no less than annually. Owner will witness these tests. Offeror shall verbally brief Owner's representative on malfunctions or repairs prior to leaving the testing. All corrections

required shall be performed within forty-eight (48) hours of discovery. A written report shall be furnished to Owner indicating the test results, any malfunctions and corrective action taken. Install test tags on equipment indicating type of test and date.

### 3.4 RESPONSE

- A. Offeror shall perform preventive maintenance and non-emergency repair during the hours of 6:00 am PST to 6:00 pm PST Monday through Thursday for City Hall and for all other locations, 8:00 am PST through 6:00 pm PST Monday through Friday excluding Owner's holidays, in order to provide services to all of Owner's facilities. Offeror shall have the ability to respond to a request for emergency maintenance or repair as determined by Owner within one (1) hour of receipt of request. Owner requires confirmation that Offeror is en route within thirty (30) minutes of Offeror's receipt of an emergency maintenance or repair request from Owner. Offeror shall have the ability to respond to non-emergency maintenance and repair requests within two (2) hours of receipt of request. Any equipment failure must be repaired and operating to industry standard within forty-eight (48) hours of receipt of request to respond unless a written extension of time to perform is approved by Owner. All maintenance and repairs shall be documented in the work plan. Offeror shall provide Owner all service tickets electronically within twenty-four (24) hours of completion of service.
- B. If call back service must be performed during overtime hours, Offeror shall do so at no additional cost to Owner. Three (3) or more call backs on the same equipment for the same issue experienced within thirty (30) consecutive days shall be considered poor performance and may result in the monthly maintenance cost for that equipment being deducted from the next invoice. Consistent sub-standard performance and/or quality of work may result in the termination of this contract. No penalty will be assessed if the call backs are due to vandalism.
- C. Offeror shall maintain the necessary inventory of parts and materials required to meet the performance timeframes of the contract. Failure to meet the required timeframes of the contract may result in termination of the contract.
- D. Offeror shall provide a local phone number for emergency and regular maintenance requests. Contact phone number shall be staffed by the Offeror's employee(s) during the hours of 7:00 am PST through 4:30 pm PST Monday through Friday and have an answering service for all other hours. The Offeror shall have at least one qualified Mechanic on call and readily available 24 hours a day, 7 days per week.

### 3.5 REPORTING REQUIREMENTS

- A. Offeror shall maintain accurate records of all services performed. The following reports shall be provided monthly both in PDF format and in hard copy. Hard copy format may be delivered monthly to the Project Manager.
- B.
  - 1. Activity Reports: An overview of the month's routine maintenance activities identifying the overall condition of the equipment, areas of concern, problematic conditions, usage of the equipment that may reduce the longevity of major components and recommendations for any corrective actions that may be outside the scope of this contract. Upon Owner's request, the following may be included in a thirty (30) day report; elevator travel distance, unique elevator malfunctions, number of floors traveled, and other specific equipment information relating to the operation and performance of the elevator(s). Owner understands that not all elevator equipment can supply this information and the reports will be elevator / equipment specific.
  - 2. Trouble Call Report: A detailed report of all trouble calls that occurred during the month that identifies the building and equipment number, the time and nature of the call, including failures and entrapments, who placed the call, the time the contractor arrived in response to the call, the condition of the equipment upon arrival, work performed to correct the condition, and the time the contractor departed. This report shall identify if the callback was covered under the terms of this contract or if it was an additional billable call due to vandalism.
  - 3. Test and Inspection Reports: A summary report of all equipment receiving special tests during the month with a detailed back up of the test results. This includes, but not limited to, fire service testing, safety testing, hydraulic pressure tests, standby emergency power testing and safety inspections performed by the local enforcing authorities.

### 3.6 WIRING DIAGRAMS

- A. Offeror shall maintain a complete set of all wiring diagrams for the equipment covered under this contract and stored in their respective machine rooms. All changes in circuitry made by the Offeror shall be properly recorded on Owner's and machine room's copy of diagrams including date of change and name of person making same. The wiring diagrams are the property of Owner and are to remain in their respective machine room.

## PART 4 SERVICE SPECIFICATIONS

These maintenance frequencies task lists and testing requirements are designed to be minimum examples of the preventive maintenance quality level required.

### 4.1 GEARLESS PASSENGER AND SERVICE:

#### A. Frequency: Each Visit

1. Ride each elevator; observe performance, leveling, floor stopping, door opening and closing operations and car operational noises. Make adjustments as required to insure optimal performance and ride quality.
2. Test safety edges, infra-red detectors, door open button, door close button, alarm bell and car operating devices. Make adjustments as required to insure ADA compliance and performance standards.
3. Check car and hall button operations, check indicator illumination and lantern operations. Replace all illumination and verify ADA compliance of hall lanterns.

#### B. Frequency: Monthly

1. Clean and inspect machine, controller, selector, motor, motor generator/SCR and governor. Make adjustments as required to maintain optimal performance, replace all defective parts to ensure operational condition of equipment.
2. Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibs, detectors and/or photo eyes and safety edges. Lubricate and adjust door operator and door accessory equipment.
3. Inspect and clean hoist way door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing and hoist way switches.
4. Inspect and clean governor tension sheave, car and counterweight buffers, compensating sheave assembly. Clean pit and check safety plank and travel cable loops.
5. Clean machine room, check commutators and brushes, clean and adjust controller and selector contacts and relays.
6. Check car and hall fixture lamps, leveling and floor stops, alarm bell and emergency stop, inspect travel cable. Make adjustments, replace parts as required.

#### C. Frequency: Quarterly

1. Inspect rope shackles, car and counterweight guides, TM and Slow Down switches, adjust and lubricate as required, check emergency light.
2. Check and adjust brake. Inspect and lubricate pivot pins.
3. Clean and adjust controller and selector components including contacts, relays and timers. Check transformers and rectifiers. Vacuum or brush all controller and selector parts.
4. Check all safety circuits, verify operational status, with no jumpers attached.
5. Check selector cables and/or tapes. Lubricate selector drive worm. Inspect selector drive.
6. Clean, inspect and lubricate governor linkage.
7. Inspect, rotate and equalize hoist and compensating cables. Inspect cable shackles and fastenings.
8. Check adjustment of roller/slide car and counterweight guides. Check bearings/liners and fastenings.

9. Inspect TM, slowdown, leveling and/or limit switches.
10. Clean and inspect all car and hoist way door contacts and interlocks.
11. Check and adjust door-closing force. Check, clean and adjust car and hoist way hangar rollers and adjust up thrusts.
12. Inspect door operator bearings and cams, replace as required
13. Clean and inspect governor tail sheave, compensating sheaves, compensation ropes and hitches and/or compensating chains, guides and hitches.
14. Clean and inspect car and counterweight buffers. Check buffer oil level and operation. Fill to correct fluid levels with manufacturers recommended fluids only.

D. Frequency: Semi Annual

1. Check control and main line fuses, record voltage readings, check motor and motor generator wire connections, overloads, armature clearances and brake cores. Tighten as required.
2. Check, clean and adjust motor overload devices, resistor and resistance connections.
3. Check and adjust car safety mechanism and governor rope hitch.
4. Clean, check and adjust all hoist way and hoist way equipment including guide rails, counterweights, hoist way door hangars, interlocks, closers, headers and related devices. Check all fastenings on guide rails, brackets and entrances. Check traveling cables for chafing, replace as required.

E. Frequency: Annual

1. Drop brake shoes, clean, lubricate and adjust. Flush and replace worm gear oil.
2. Check all controller and selector terminals. Check and clean all fuse holders.
3. Check, clean and adjust as required car frame, overhead, car and counterweight sheaves, sills and pit.
4. Annual lubrication of motor, motor generator and machine bearings, deflector, compound and compensating sheaves and governor tension sheave bearings. Check, clean, tighten and replace all defective parts, components and fastenings.
5. Perform annual car safety test. Clean, inspect, adjust and lubricate governor and safety mechanisms. Check buffer oil level, fill to correct fluid levels.
6. Adjust motor control and perform logic systems operation check.

F. Frequency: Five year

1. Perform full load governor, safety and buffer test or as is due per last full load governor and safety and buffer test date.

4.2 GEARED/TRACTION PASSENGER AND SERVICE:

A. Frequency: Each visit:

1. Ride each elevator; observe performance, leveling, floor stopping, door opening and closing operations and car operational noises. Make adjustments as required to insure optional performance and ride quality.
2. Test safety edges, infra-red detectors, door open button, door close button, alarm bell and car operating devices. Make adjustments as required to insure ADA compliance and performance standards.
3. Check car and hall button operations, check indicator illumination and lantern operations. Replace all illumination and verify ADA compliance of hall lanterns.
4. Geared elevators located at the Clark County Detention Center are monitored by a windows based software program for troubleshooting, service, testing and maintenance. Offeror shall be provided a log on to use this diagnostic tool. Software and computer hardware shall remain on site and the property of Owner.

**B. Frequency: Monthly:**

1. Clean and inspect machine, controller, selector, motor, motor generator/SCR and governor. Make adjustments as required to maintain optimal performance, replace all defective parts to ensure operational condition of equipment. Offeror shall calibrate safety devices in accordance with manufacturer suggested maintenance requirements and repair if needed.
2. Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibs, detectors and/or photo eyes and safety edges. Lubricate and adjust door operator and door accessory equipment.
3. Inspect and clean hoist way door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing and hoist way switches.
4. Inspect and clean governor tension sheave, car and counterweight buffers, compensating sheave assembly. Clean pit and check safety plank and travel cable loops.
5. Clean machine room, check commutators and brushes, clean and adjust controller and selector contacts and relays.
6. Check car and hall fixture lamps, leveling and floor stops, alarm bell and emergency stop, inspect travel cable. Make adjustments, replace parts as required.

**C. Frequency: Quarterly:**

1. Inspect rope shackles, car and counterweight guides, TM and Slow Down switches, adjust and lubricate as required, check emergency light.
2. Check and adjust brake. Inspect and lubricate pivot pins.
3. Clean and adjust controller and selector components including contacts, relays and timers. Check transformers and rectifiers. Vacuum or brush all controller and selector parts.
4. Check all safety circuits, verify operational status, with no jumpers attached. Offeror shall calibrate safety devices in accordance with manufacturer suggested maintenance requirements and repair if needed.
5. Check selector cables and/or tapes. Lubricate selector drive worm. Inspect selector drive.
6. Clean, inspect and lubricate governor linkage.
7. Inspect, rotate and equalize hoist and compensating cables. Inspect cable shackles and fastenings.
8. Check adjustment of roller/slide car and counterweight guides. Check bearings/liners and fastenings.
9. Inspect TM, slowdown, leveling and/or limit switches.
10. Clean and inspect all car and hoist way door contacts and interlocks.
11. Check and adjust door-closing force. Check, clean and adjust car and hoist way hangar rollers and adjust up thrusts.
12. Inspect door operator bearings and cams, replace as required
13. Clean and inspect governor tail sheave, compensating sheaves, compensation ropes and hitches and/or compensating chains, guides and hitches.
14. Clean and inspect car and counterweight buffers. Check buffer oil level and operation. Fill to correct fluid levels with manufacturers recommended fluids only.

**D. Frequency: Semi Annual:**

1. Check control and main line fuses, record voltage readings, check motor and motor generator wire connections, overloads, armature clearances and brake cores. Tighten as required.
2. Check, clean and adjust motor overload devices, resistor and resistance connections.
3. Check and adjust car safety mechanism and governor rope hitch. Offeror shall calibrate safety devices in accordance with manufacturer suggested maintenance requirements and repair if needed.
4. Clean, check and adjust all hoist way and hoist way equipment including guide rails, counterweights, hoist way door hangars, interlocks, closers, headers and related devices. Check all fastenings on guide rails, brackets and entrances. Check traveling cables for chafing, replace as required.

E. Frequency: Annual

1. Drop brake shoes, clean, lubricate and adjust. Flush and replace worm gear oil.
2. Check all controller and selector terminals. Check and clean all fuse holders.
3. Check, clean and adjust as required car frame, overhead, car and counterweight sheaves, sills and pit.
4. Annual lubrication of motor, motor generator and machine bearings, deflector, compound and compensating sheaves and governor tension sheave bearings. Check, clean, tighten and replace all defective parts, components and fastenings.
5. Perform annual car safety test. Clean, inspect, adjust and lubricate governor and safety mechanisms. Check buffer oil level, fill to correct fluid levels. Offeror shall calibrate safety devices in accordance with manufacturer suggested maintenance requirements and repair if needed.
6. Adjust motor control and perform logic systems operation check.

F. Frequency: Five year

1. Perform full load governor, safety and buffer test or as is due per last full load governor and safety and buffer test date.

4.3 HYDRAULIC PASSENGER AND SERVICE:

A. Frequency: Each visit

1. Ride each elevator; observe performance, leveling, floor stopping, door opening and closing operations and car operational noises. Make adjustments as required to insure optimal performance and ride quality.
2. Test safety edges, infra-red detectors, door open button, door close button, alarm bell and car operating devices. Make adjustments as required to insure ADA compliance and performance standards.
3. Check car and hall button operations, check indicator illumination and lantern operations. Replace all illumination and verify ADA compliance of hall lanterns.

B. Frequency: Monthly

1. Clean, inspect and adjust power unit, controller and motor. Checks drive belt tension and condition. Replace all worn or defective belts. Repair all gaskets leaks with new gaskets.
2. Check for leaks and oil level in power unit. Clean power unit oil drip pan. Fill to correct fluid levels, determine source of leakage and repair.
3. Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibs, detectors and/or photo eyes and safety edges. Lubricate and adjust door operator and door accessory equipment.
4. Inspect and clean hoist way door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing and hoist way switches.
5. Clean, inspect and replace as required hydraulic plunger, seals and packing. Check jack oil drip container, report any excessive fluid levels or leakage to owner.
6. Check guide rail lubrication drip containers in pit. Clean as required.

C. Frequency: Quarterly

1. Check motor and pump sheave alignment, re-align as required. Check motor and pump mounting fastenings, tighten as required.
2. Adjust hydraulic control valve for smooth ride quality. Clean hydraulic control valve strainers. Check hydraulic control valve locking nuts, adjustment screws and mounting fastenings. Tighten as required.



3. Clean, replace as required and adjust controller components including contacts, relays and timers. Check transformers and rectifiers.
4. Vacuum or brush all controller parts.
5. Verify safety circuits operational status, verify no jumpers attached. Offeror shall calibrate safety devices in accordance with manufacturer suggested maintenance requirements and repair if needed.
6. Check and provide adjustment of roller/slide car guides. Check bearings/liners and fastenings. Adjust or replace as required.
7. Inspect TM, slowdown, leveling and/or limit switches. Adjust or replace as required.
8. Inspect and clean hoist way door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing and hoist way switches.
9. Check door-closing force. Check car and hoist way hanger rollers and adjust up thrusts. Adjust or replace as required.
10. Inspect door operator bearings and cams, replace as required.

D. Frequency: Semi-Annual

1. Check control and main line fuses, record voltage readings, check motor starter connections and overloads. Tighten or replace as required.
2. Clean, check and adjust all hoist way and hoist way equipment including guide rails, hoist way door hangers, interlocks, closers, headers and related devices. Check all fastenings on guide rails, brackets and entrances. Check traveling cables for chafing, replace as required.

E. Frequency: Annual

1. Check all controller terminals. Check and clean all fuse holders.
2. Check car frame, sills and pit. Tighten all loose connections
3. Annual hydraulic pressure test. Check relief valve seal and tag valve with current test information, date test was performed and performing company name. Adjust as required to provide compliance to local code authorities.
4. Perform logic systems operation check.

PART 5 EXECUTION

5.1 Transition Plan

- A. Verification of existing conditions before starting work.
- B. Action Plan to correct any deficiencies that need immediate attention.
- C. Scheduling of Inspections and Certifications.

5.2 Repairs

- A. Offeror shall provide Labor Rates, Trip Charges, Travel Time, and Parts pricing in the following format:

Hourly Labor Rate Regular Mechanic-Major Repairs	HOUR	\$ _____
Hourly Labor Rate Overtime Mechanic-Major Repairs	HOUR	\$ _____
Repairs Consumable Parts	____ % Markup over cost	_____ %
Trip Charge	EACH	\$ _____
Travel Time	HOUR	\$ _____

1. Parts pricing shall be documented with appropriate proof of cost, such as Dealer Invoice or Catalog Price and shall be included as backup for any Repair Invoice.
2. Repairs shall be quoted on a time and material basis, any Trip Charges, or Travel Time must be accounted for in Offeror's Pricing Schedules. Fuel Surcharges will not be allowed.

**TABLE 1 – EQUIPMENT LIST**

1	Elevator, Passenger, General Elevator, Hydraulic, 3500 Lb, 125 FPM, 7 Stop, Central Fire Station, 500 N. Casino Center Blvd.
2	Elevator, Passenger, Otis 211 Hydraulic, 2100 lb Capacity, 2 Stop, 1 each, Downtown Senior Center, 310 9th ST
3	Elevator, Passenger, Otis 211 Hydraulic, 2100 lb Capacity, 2 Stop, Speed 100 FPM, Las Vegas Natural History Museum, 900 Las Vegas Blvd. North LV NV
4	Elevator, Passenger, Payne Traction, 2500 lb Capacity, 250 fpm, 9 stop, 3 each, Atrium Bldg, 333 N. Rancho
5	Elevator, Passenger, Schindler Hydraulic, 2100 lb. Capacity, 100 fpm, 2 Stop, 1 each, Stupak Community Center, 251 W. Boston Ave.
6	Elevator, Passenger, OTIS, Belt Drive Otis Gen Two, 4000 lb capacity, 8 stop, 5 each, City Hall, 495 S. Main St.
7	Elevator, Passenger, OTIS, Hydraulic, 2100 lb capacity, 2 stop, 1 each, City Hall, 495 S. Main St.
8	Elevator, Passenger, OTIS, Belt Drive Otis Gen Two, 4000 lb capacity, 9 stop, 1 each, City Hall, 495 S. Main St.
9	Elevator, Passenger, OTIS, Hydraulic, 3500 lb capacity, 2 stop, 1 each, City Hall, 495 S. Main St.
10	Elevator, Passenger, OTIS, Belt Drive Otis Gen Two, 3500 lb capacity, 5 stop, 3 each, City Hall Garage, 500 S. Main St.
11	Elevator, Passenger, Thyssen Krupp, Hydro Drive, EP-6971, 2500 lb capacity, 2 stop, 1 each, WPCF 6500 Vegas Valley Dr.

**FORM A – OFFER STATEMENT AND BUSINESS INFORMATION**

This proposal is submitted in response to Request for Proposals No. 120153-SK and constitutes an offer by this Offeror to enter into a potential Contract for the scope of services described herein. Execution of this document by the Offeror shall represent that the Offeror is familiar with all local conditions and utilized this knowledge with the requirements of this Request for Proposal.

Legal Name of Offeror: \_\_\_\_\_  
☐ Individual/Sole Proprietor    ☐ Corporation    ☐ Limited Liability Company    ☐ Partnership  
Incorporated in the State of \_\_\_\_\_

(DBA), if applicable \_\_\_\_\_

Address: \_\_\_\_\_  
(Address to which Legal Notice should be delivered or mailed)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Email Address: \_\_\_\_\_ CLV Business License Number: \_\_\_\_\_

☐ ATTACHED – Copies of all National, State and Local Licenses, Registrations and Certifications as required herein.

The Offeror is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following addenda:

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

The undersigned Offeror has received, read and fully understands and agrees to all terms, conditions and specifications set forth in the attached Proposal. The Offeror hereby agrees to contract with the City to perform all work and/or furnish all the materials specified in the manner and time therein prescribed in the Request for Proposal. By signing below, I certify under penalty of perjury that the all information provided to the City truthful and correct.

Authorized Representative's Signature: \_\_\_\_\_ Title: \_\_\_\_\_

\*Authorized Representative's Name: (Printed) \_\_\_\_\_ Date: \_\_\_\_\_

**\*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the Offeror or organization to the terms of this contract.**

FOR INFORMATIONAL PURPOSES ONLY			
Is this Offeror a Minority, Women or Disabled Veteran Business Enterprise? <input type="checkbox"/> No <input type="checkbox"/> Yes    If "Yes" Specify <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE			
Has this Offeror been certified as a Minority, Women or Disabled Veteran Business Enterprise?			
<input type="checkbox"/> No <input type="checkbox"/> Yes    If "Yes" Specify Certifying Agency _____ (Attach a copy of your certification)			

**EXHIBIT B - SAMPLE CONTRACT**

**CONTRACT FOR SERVICES  
FOR THE**

THIS CONTRACT is being entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and \_\_\_\_\_ (hereinafter the "Company") having its principal office located at \_\_\_\_\_

**SECTION A – Contract Form**

The subject matter of this Contract is Elevator Maintenance and Repair.

**SECTION B – Basic Terms**

**B-1 Definitions**

The following definitions apply to this Contract:

- (a) "Award Date" means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (b) "City" means the City of Las Vegas.
- (c) "City Council" means the governing body of the City of Las Vegas.
- (d) "Company" means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (e) "Company Representative" means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.
- (f) "Contract" means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.
- (g) "Deliverable" means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (h) "Non-exclusive Contract" means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.
- (i) "Project Manager" means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

**B-2 Contract Type**

The Contract type is fixed price. This is a Non-Exclusive Contract.

**B-3 Prices/Costs**

- (a) The City will pay the Company the following amounts:

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
		\$

OR

- (a) Payment Schedule. The Company will invoice the City in accordance with the following payment schedule:

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
		\$

- (b) Reimbursable Travel Expenses. If travel is required in performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate of \$ \_\_\_\_\_ per day. This per diem rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. Company shall coordinate all travel in advance with the City's Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies in a hotel, or other non-business related costs. The City's Project Manager must approve any deviations to these procedures.

#### **B-4 Invoices [CAO-5/2/12]**

- (a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Section B-3 (Prices/Costs) above. All invoices should identify the following items:
- (i) the date of the invoice and invoice number,
  - (ii) the purchase order number;
  - (iii) the Contract Item against which charges are made;
  - (iv) performance dates covered;

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to:

Department of Finance  
ATTN: Accounts Payable  
City of Las Vegas  
495 South Main Street, 4<sup>th</sup> Floor  
Las Vegas, NV 89101 – 2986

- (b) The Company shall forward a copy of the invoice to the City's Project Manager identified in Section D-2 (Project Manager/Company Representative) with the following items:
- (i) receipts for Reimbursable Expenses/Travel Expenses associated with the invoice
  - (ii) copy of the applicable Deliverable associated with the invoice

#### **B-5 Performance Period/Delivery Schedule**

- (a) The performance period commences from Award Date and continues through the completion of services provided, unless extended through mutual agreement by both parties.
- (b) Delivery Schedule. The Company shall provide services in accordance with the following delivery schedule:

<u>Item No.</u>	<u>Description</u>	<u>Delivery Schedule</u>
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### **SECTION C – Statement of Work**

#### **C-1 Scope of Services**

The Company shall provide the services to accomplish the \_\_\_\_\_, [scope to be inserted prior to Contract award].

## C-2 Deliverables

The Company shall provide the following deliverables:

- (a) ;
- (b) ; and
- (c)

## SECTION D – Special Clauses

### D-1 Legal Notice [CAO-7/24/08]

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:
  - (i) received by the party to whom it is directed by hand delivery or personal service, or
  - (ii) transmitted by facsimile with confirmation of transmission, or
  - (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:

City of Las Vegas  
Manager, Purchasing and Contracts  
City Hall, Third Floor  
495 South Main Street  
Las Vegas, Nevada 89101-2986  
Fax: (702) 384-9964

FOR THE COMPANY:

Fax:

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

### D-2 Project Manager/Company Representative [CAO-7/24/08]

- (a) The City designates Theron Beck as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Company designates \_\_\_\_\_ as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

**D-3 Warranty – Services** [CAO-5/2/12]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

**D-4 Intellectual Property Rights** [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

**D-5 Licenses/Registrations** [CAO-5/2/12]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

**D-6 Order of Precedence** [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

**SECTION E – General Clauses**

**E-1 Disputes** [CAO-5/2/12]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

**E-2 Notice of Delay** [CAO-7/24/08]

- (a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

**E-3 Termination for Convenience [CAO-5/2/12]**

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

**E-4 Termination for Default [CAO-5/2/12]**

- (a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:
- (i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
  - (ii) Make progress, so as to endanger performance of this Contract; or
  - (iii) Perform any of the other provisions of this Contract.
- (b) The City's right to terminate this Contract under (a) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice specifying the failure is provided pursuant to Section D-1 (Legal Notice) of this Contract.
- (c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.
- (d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-3 (Termination for Convenience).
- (e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.
- (f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.
- (g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Section D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

**E-5 Insurance [CAO-5/2/12]**

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):



- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. Sole Proprietorships must execute the Affidavit - Declaration of Sole Proprietor, Attachment 1 in lieu of providing said insurance.
  - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.
  - (iii) Commercial Automobile Liability Insurance of limits 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 Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in this paragraph do not apply.
  - (iv) Professional Liability Insurance of limits no less than \$1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.
  - (v) If the services requested are not Professional Services, Professional Liability Insurance describe in (iv) above does not apply.
- (b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas  
C/O Insurance Tracking Services, Inc. (ITS)  
P.O. Box 21919  
Long Beach, CA 90801

Account Manager: Michael Palacios  
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999  
Email: [michael.palacios@instracking.com](mailto:michael.palacios@instracking.com)

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

- (c) The City, its officers and employees shall be named as additional insureds on all policies with the exception of professional Liability Insurance. Such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

- (d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City.
- (e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (g) The Company is encouraged to purchase any additional insurance it deems necessary.
- (h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.
- (i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

**E-6 Indemnification** [CAO-5/2/12]

- (a) In addition to the insurance requirements set forth in Section E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

**E-7 Assignment** [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

**E-8 Waiver** [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

**E-9 Taxes/Compliance with Laws** [CAO-5/2/12]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall

make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

**E-10 Audit of Records** [CAO-5/2/12]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

**E-11 Independent Contractor** [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

**E-12 Severability** [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

**E-13 Conforming Services** [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

**E-14 Modification/Amendment [CAO-7/24/08]**

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

**E-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]**

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

**E-16 Conflict of Interest (City Officials) [CAO-5/2/12]**

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

**E-17 Public Records [CAO-5/2/12]**

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

**E-18 Confidentiality – City Information [CAO-7/24/08]**

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

**E-19 Marketing Restrictions [CAO-7/24/08]**

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

**E-20 Limitation of Funding [CAO-7/24/08]**

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

**E-21 Changes – Fixed-Price Services [CAO-7/24/08]**

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
- (i) Description of services to be performed.
  - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (iii) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- (c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- (d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under Section E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.
- (f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.
- (g) The City, by written notice 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 provided. Any such written notice shall take effect in the date stated in the notice from the City. Similar equipment, supplies, services or locations added to the contract shall be in accordance with the contract specification/scope or services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event the additional equipment, supplies, locations and/or services is not identical to the items(s) already under contract, the charges therefore will then be the Offeror's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule. This shall include newly acquired or constructed buildings or facilities, after the manufacturer's warranty and/or new construction warranty has expired.

**E-22 Counterpart Signatures [CAO-9/24/08]**

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

**SECTION F – List of Attachments/Exhibits**

The following attachments are hereby incorporated into this contract:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Date</u>	<u>Pages</u>
Attachment 1	Affidavit –Declaration of Sole Proprietor [Section E-5 (I)]	01/12/09	1
Attachment 2	Certificate of Insurance - Example [Section E-5]	05/02/12	4

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

**CITY OF LAS VEGAS**

\_\_\_\_\_  
KATHLEEN C. RAINEY, Manager  
Purchasing and Contracts

"City"

ATTEST:

\_\_\_\_\_  
BEVERLY K. BRIDGES, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney

Date

Company

\_\_\_\_\_  
Name, Title

"Company"

**ATTACHMENT 1 – AFFIDAVIT - DECLARATION OF SOLE PROPRIETOR**

**AFFIDAVIT**

I, \_\_\_\_\_, on behalf of myself or my Company, \_\_\_\_\_, being duly sworn, depose  
and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as Contract No. \_\_\_\_\_ / entitled \_\_\_\_\_;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release the City of Las Vegas from all liability associated with claims made against me, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature \_\_\_\_\_

State of Nevada        )  
                                  )ss.  
County of Clark        )

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_ (name of person making statement).

Notary Signature

STAMP AND SEAL



ATTACHMENT 2 - CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
Month/Date/Year

<b>PRODUCER</b> Insurance Agent/Broker Name Insurance Agent/Broker Street Address or P.O. Box Insurance Agent/Broker City, State & Zip Code Contact Name & Phone Number	<b>INSURED</b> Company Name Company Street Address or P.O. Box City, State & Zip Code	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company (if applicable) INSURER C: Name of Insurance Company (if applicable) INSURER D: Name of Insurance Company (if applicable) INSURER E: Name of Insurance Company (if applicable)	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b> <b>NAIC #</b> Enter NAIC# Enter NAIC# Enter NAIC# Enter NAIC# Enter NAIC#
---	--	--	--

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$Enter Limit \$ \$N/A \$Enter Limit \$Enter Limit \$Enter Limit
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$Enter Limit \$ \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC \$Enter Limit \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$Enter Amount	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE AGGREGATE \$Enter Limit \$Enter Limit \$ \$ \$
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Effective Date	Enter Expiration Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / ENDORSEMENT / SPECIAL PROVISIONS

The City of Las Vegas, its officers and employees are named an additional insured to the Commercial General Liability and Commercial Automobile Liability policies.

Contract Name and Contract Number

CERTIFICATE HOLDER

City of Las Vegas  
c/o Insurance Tracking Services, (ITS)  
P.O. Box 21919  
Long Beach, CA 90801  
OR  
Facsimile Number: (562) 435-2999 Email: michael.palacios@instracking.com

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Must be signed by an insurance agent licensed in Nevada

### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**THIS FORM MUST BE COMPLETED BY THE INSURANCE BROKER OF RECORD OR AUTHORIZED WHOLESALE, IF FOR ANY REASON THIS FORM CANNOT BE COMPLETED, PLEASE SUBMIT (TO ITS) A CERTIFIED COPY OF THE INSURANCE POLICY FOR REVIEW**

**Commercial General Liability Policy  
Exclusion Verification Certificate**

As the insurance agent of record for the below stated policy. I certify that said policy does not contain any of the following exclusions:

**Subcontractor/Policy Owner:** \_\_\_\_\_

**Insurance Carrier:** \_\_\_\_\_

**General Liability Policy#:** \_\_\_\_\_ **Exp Date:** \_\_\_\_\_

**Initial**

\_\_\_\_\_ **Contractual Liability:** insurance afforded by this policy applies to liability assumed by the Insured under Insured's Agreement with the Additional Insured.

\_\_\_\_\_ **Severability of Interests:** policy applies separately to each Insured against whom a claim/suit is brought except with respect to the limits of the Insured's liability.

**Explain exceptions:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Insurance Agency:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization**

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

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of your work done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

## **Waiver of Subrogation Endorsement Form**

Copyright, Insurance Services Office, Inc. 1984

# City of Las Vegas

PURCHASING & CONTRACTS DIVISION  
CITY HALL, THIRD FLOOR  
495 SOUTH MAIN STREET  
LAS VEGAS, NV 89101  
(702) 229-6231 (702) 384-9964 FAX

## ADDENDUM # 1

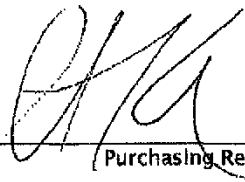
DATE: 8/15/2012


Project Title: Elevator Maintenance and Repair  
RFP Number: 120153-SK

### NOTICE TO BIDDERS

The following additions, deletions and/or changes shall be made and incorporated into the referenced RFP document.

- 1.1 REFERENCE:** Proposal Deadline
- DELETE:** Thursday, August 30, 2012
- REPLACE WITH:** Thursday, September 6, 2012
- 1.2 RFP COVER PAGE:** ADD SITE VISIT ON: TUESDAY, AUGUST 21, 2012, 8AM AT 495 S. MAIN STREET, 3<sup>RD</sup> FLOOR PURCHASING AND CONTRACTS OFFICE

  
\_\_\_\_\_  
Purchasing Representative

  
QA Review

All other terms, conditions, specifications, and drawings remain unchanged.

END OF ADDENDUM #1

# City of Las Vegas

PURCHASING & CONTRACTS DIVISION  
CITY HALL, THIRD FLOOR  
495 SOUTH MAIN STREET  
LAS VEGAS, NV 89101  
(702) 229-6231 (702) 384-9964 FAX

## ADDENDUM # 2

DATE: 8/30/12

**Project Title:** Elevator Maintenance and Repair  
**RFP Number:** 120153-SK

### NOTICE TO BIDDERS

The following additions, deletions and/or changes shall be made and incorporated into the referenced RFP document.

**2.1 REFERENCE:** Table 1- Equipment List

**DELETE:** Item 2, Elevator, Passenger, Otis 211 Hydraulic, 2100 lb Capacity, 2 Stop, 1 each, Downtown Senior Center, 310 9th ST

  
Purchasing Representative

  
QA Review

All other terms, conditions, specifications, and drawings remain unchanged.

END OF ADDENDUM #2

## CONTRACT FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES

THIS CONTRACT is being entered into this 11<sup>th</sup> day of December, 2012, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada, having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Progressive Elevator, Inc. (hereinafter the "Company"), a Nevada Corporation, having its principal office located at 230 W. Delamar Dr. Henderson, NV 89015.

### SECTION A – Contract Form

The subject matter of this Contract is Elevator Maintenance and Repair.

### SECTION B – Basic Terms

#### B-1 Definitions

The following definitions apply to this Contract:

- (a) "Award Date" means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (b) "City" means the City of Las Vegas.
- (c) "City Council" means the governing body of the City of Las Vegas.
- (d) "Company" means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (e) "Company Representative" means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.
- (f) "Contract" means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.
- (g) "Deliverable" means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (h) "Non-exclusive Contract" means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.
- (i) "Project Manager" means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

#### B-2 Contract Type

The Contract type is fixed price. This is a Non-Exclusive Contract.

#### B-3 Prices/Costs

- (a) Payment Schedule. The Company will invoice the City in accordance with the following payment schedule:

Monthly Pricing, Exhibit B

#### B-4 Invoices [CAO-5/2/12]

- (a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Section B-3 (Prices/Costs) and Exhibit A, 5.2. All invoices should identify the following items:
  - (i) the date of the invoice and invoice number,

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- (ii) the purchase order number;
- (iii) the Contract Item against which charges are made;
- (iv) performance dates covered;

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to:

Department of Finance  
ATTN: Accounts Payable  
City of Las Vegas  
495 South Main Street, 4<sup>th</sup> Floor  
Las Vegas, NV 89101 – 2986

- (b) The Company shall forward a copy of the invoice to the City's Project Manager identified in Section D-2 (Project Manager/Company Representative) with the following items:

- (i) All items required in Scope of Work, Part 3, Section 3.5 Reporting Requirements

#### **B-5 Performance Period/Delivery Schedule**

- (a) The performance period commences from Award Date for one year with four (4) one year options to renew.

### **SECTION C – Statement of Work**

#### **C-1 Scope of Services**

The Company shall provide the services to accomplish the Elevator Maintenance and Repair, found in Exhibit A Scope of Work.

### **SECTION D – Special Clauses**

#### **D-1 Legal Notice [CAO-7/24/08]**

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:
  - (i) received by the party to whom it is directed by hand delivery or personal service, or
  - (ii) transmitted by facsimile with confirmation of transmission, or
  - (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:                      City of Las Vegas  
   Manager, Purchasing and Contracts  
   City Hall, Third Floor  
   495 South Main Street  
   Las Vegas, Nevada 89101-2986  
   Fax: (702) 384-9964

FOR THE COMPANY:                Progressive Elevator  
   230 W. Delamar Dr.  
   Henderson, NV 89015  
   k7degough@aol.com  
   Fax: 702-565-5891

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- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

**D-2 Project Manager/Company Representative** [CAO-7/24/08]

- (a) The City designates Theron Beck as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Company designates Kevin DeGough as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

**D-3 Warranty – Services** [CAO-5/2/12]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

**D-4 Intellectual Property Rights** [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

**D-5 Licenses/Registrations** [CAO-5/2/12]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

**D-6 Order of Precedence** [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

**SECTION E – General Clauses**

**E-1 Disputes** [CAO-5/2/12]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company ~~03094~~ selected

forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

#### **E-2 Notice of Delay [CAO-7/24/08]**

- (a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

#### **E-3 Termination for Convenience [CAO-5/2/12]**

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

#### **E-4 Termination for Default [CAO-5/2/12]**

- (a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:
  - (i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
  - (ii) Make progress, so as to endanger performance of this Contract; or
  - (iii) Perform any of the other provisions of this Contract.
- (b) The City's right to terminate this Contract under (a) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice specifying the failure is provided pursuant to Section D-1 (Legal Notice) of this Contract.
- (c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.
- (d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. **03095** foregoing

circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-3 (Termination for Convenience).

- (e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.
- (f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.
- (g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Section D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

**E-5 Insurance [CAO-5/2/12]**

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
  - (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. Sole Proprietorships must execute the Affidavit - Declaration of Sole Proprietor, Attachment 1 in lieu of providing said insurance.
  - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.
  - (iii) Commercial Automobile Liability Insurance of limits 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 Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in this paragraph do not apply.
- (b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas  
C/O Insurance Tracking Services, Inc. (ITS)  
P.O. Box 21919  
Long Beach, CA 90801

Account Manager: Michael Palacios  
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999  
Email: [michael.palacios@instracking.com](mailto:michael.palacios@instracking.com)

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

- (c) The City, its officers and employees shall be named as additional insureds on all policies with the exception of professional Liability Insurance. Such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City.
- (e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (g) The Company is encouraged to purchase any additional insurance it deems necessary.
- (h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.
- (i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

#### **E-6 Indemnification [CAO-5/2/12]**

- (a) In addition to the insurance requirements set forth in Section E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

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**E-7 Assignment** [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

**E-8 Waiver** [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

**E-9 Taxes/Compliance with Laws** [CAO-5/2/12]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

**E-10 Audit of Records** [CAO-5/2/12]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

**E-11 Independent Contractor** [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company

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shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

**E-12 Severability** [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

**E-13 Conforming Services** [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

**E-14 Modification/Amendment** [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

**E-15 Entire Contract, Section and Paragraph Headings** [CAO-7/24/08]

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

**E-16 Conflict of Interest (City Officials)** [CAO-5/2/12]

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

**E-17 Public Records** [CAO-5/2/12]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

**E-18 Confidentiality – City Information** [CAO-7/24/08]

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information or allow it

to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

**E-19 Marketing Restrictions** [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

**E-20 Limitation of Funding** [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

**E-21 Changes – Fixed-Price Services** [CAO-7/24/08]

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
  - (i) Description of services to be performed.
  - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (iii) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- (c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- (d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under Section E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.
- (f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.
- (g) The City, by written notice 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 provided. Any such written notice shall take effect in the date stated in the notice from the City. Similar equipment, supplies, services or locations added to the contract shall be in accordance with the contract specification/scope or services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event the additional equipment, supplies, locations and/or services is not identical to the items(s) already under contract, the charges therefore will then be the Company's normal and customary charges or rates for the equipment, supplies, locations

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and/or services classified in the fee schedule. This shall include newly acquired or constructed buildings or facilities, after the manufacturer's warranty and/or new construction warranty has expired.

**E-22 Counterpart Signatures** [CAO-9/24/08]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

**03101**




**SECTION F – List of Attachments/Exhibits**

The following attachments are hereby incorporated into this contract:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Date</u>	<u>Pages</u>
Attachment 1	Exhibit A – Scope of Work [Section C-1]	10/16/12	10
Attachment 2	Table 1 – Equipment List [Exhibit A, Part 1, Section 1.1]	10/16/12	1
Attachment 3	Exhibit B – Monthly Pricing [Section B-3]	8/18/12	1

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

  
YOLANDA C. JONES, C.P.M., CPPO  
Manager, Purchasing and Contracts  
"City"

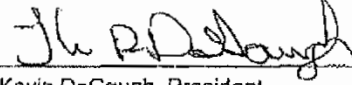
ATTEST:

  
BEVERLY K. BRIDGES, MMC  
City Clerk

APPROVED AS TO FORM:

 10-23-12  
Deputy City Attorney Date

Progressive Elevator

  
Kevin DeGough, President  
"Company"

## EXHIBIT A - SCOPE OF WORK

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section includes labor, materials, tools, equipment, permits, and supervision necessary to provide full preventive maintenance and corrective repair service of elevators listed in "Table 1 – EQUIPMENT LIST" provided on the page following "Exhibit A".

#### 1.2 DEFINITIONS

- A. The following definitions have the same meaning noted under NAC 455-C:

1. "Elevator" includes, without limitation, an elevator, dumbwaiter, escalator, moving walk, wheelchair lift and related equipment. The term also includes the hoistway and hoistway enclosure of the elevator, dumbwaiter, escalator, moving walk, wheelchair lift and related equipment, and all the machinery and equipment necessary for the operation of the elevator, dumbwaiter, escalator, moving walk, wheelchair lift and related equipment.
2. "Elevator mechanic" means a person who installs, maintains, relocates, improves, alters or repairs elevators.
3. "Elevator mechanic apprentice" means a person who holds a work card that authorizes him to work as an elevator mechanic apprentice under the supervision of an elevator mechanic.
4. "Elevator mechanic helper" means a person who holds a work card that authorizes him to work as an elevator mechanic helper under the supervision of an elevator mechanic.
5. "Hoistway enclosure" means a fixed structure, consisting of vertical walls or partitions, that isolates the hoistway from all other areas or from an adjacent hoistway and in which entrances are installed.
6. "Maintenance" means a process of routine examination, lubrication, cleaning and adjustment of parts, components and subsystems of an elevator to ensure that the elevator satisfies the requirements set forth in NAC 455C.400 to 455C.528, inclusive.
7. "Repair" means the reconditioning of a part, component or subsystem of an elevator which is necessary to ensure that the equipment of the elevator satisfies the requirements set forth in NAC 455C.400 to 455C.528, inclusive.
8. "Wheelchair lift" includes a platform lift, stairway lift and chair lift.
9. "Work card" means a card to work as an elevator mechanic apprentice or an elevator mechanic helper that is issued by the Enforcement Section pursuant to NAC 455C.468.

#### 1.3 QUALIFICATIONS

- A. Company's employees performing services under this contract shall be qualified and fully certified, identified under NAC 455-C, to maintain equipment properly and to industry standard, using all reasonable care. Company's employees assigned to perform services under this contract must have at least five (5) years of experience, with each employee's resume included. Replacement employees must also meet the five (5) years of experience qualification unless Company receives a waiver in writing from The City to approve an employee with less than five (5) years of experience. Company's employees assigned to perform services under this contract shall attend continuing education programs recognized by the industry.
- B. Certification comprised of Nevada Department of Industrial Relations, OSHA-NV license, International Union of Elevator Constructors (IUEC) training and manufacturer's training certificates for all of Company's employees assigned to perform services on the City's equipment. Any new employee hired by Company, shall be required to submit to The City, copies of above mentioned documents prior to working on The City's property. Copies of

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all certificates for IUEC provided apprentice and mechanic continuous training and code compliance classes for Company's employees assigned to perform services on The City's equipment;

#### 1.4 SAFETY REQUIREMENTS

- A. The safety of the Company's employees or representatives and others in or around the area of repairs or maintenance is the responsibility of the Company. The Company, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. The City 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 The City or City's representative. If barricades are needed to insure safety, the Company shall provide them at no cost to The City.

**In the event of a vertical transportation equipment related accident of any kind, such as a personal injury, fire, fire alarm/detector activation, disabled elevator containing occupants, major mechanical damage/failure during equipment servicing, etc., Company shall immediately notify the proper emergency personnel/agency (if necessary) and The City.**

### PART 2 WORK PLAN

#### 2.1 WRITTEN WORK PLAN

- A. Within sixty (60) calendar days of contract award, Company shall develop a maintenance work plan for each of The City's facilities containing specified equipment. This work plan shall include at minimum, dates of performance of all services outlined in section IV Service Specifications, of this contract. 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 Company's staff who will perform the service. All testing required under this contract shall be reflected in this work plan. The City reserves the right to modify dates and times of performance of tests that by nature may be disruptive to The City's business operation. Some tests may be required to be performed after The City's business hours. Any testing performed after The City's business hours, shall be performed at no additional cost to The City. Any additional costs for performing testing after The City's business hours shall be reflected in the unit pricing contained herein.

The City's representative will assist Company in obtaining contact information for The City's representative assigned to each facility for the purposes of this contract.

The work plan shall be a living document that is continuously updated by Company and sent electronically to The City quarterly at minimum for the duration of the contract. The implementation of the work plan scheduling is subject to The City's approval.

### PART 3 PERFORMANCE REQUIREMENTS

#### 3.1 PERFORMANCE

- A. The City considers the Company to be an expert in the local, state and federal laws, regulations and codes applicable to the services described herein. The City is relying on the Company's expertise to assure the City's compliance with all applicable laws, regulations, and codes regarding the items listed and the services to be performed under this contract. Company shall comply with National Elevator Code A17.1, ASME A17.1 latest editions and supplements, and any other applicable codes per the requirements of the National Elevator Industry, Inc.

References to existing laws, codes, rules and regulations are defined as those in existence at the time of the bid opening. Should there be changes during the period of performance of this contract, Company shall be required to comply with changes and modify performance to the extent necessary to assure The City's compliance. Company may seek compensation if applicable through the price escalation process outlined in this contract. Company shall provide preventative maintenance consisting of examinations, cleaning, lubrication and adjustment of all of the vertical transportation equipment contained herein. Company shall maintain all machine rooms, hoist ways and pits in a clean condition as identified in ASME A17.1.

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Company shall be responsible for the repair or replacement of all components of the vertical transportation equipment necessary to maintain safe operating conditions of equipment contained herein, unless otherwise noted in this contract. Parts deemed "equal", shall be submitted to The City for approval prior to installation. No modifications or alterations of parts will be accepted. All replacements parts shall be noted in The City's equipment log books and become the property of The City. Company shall supply any and all operation manuals and warranty documents for replacement parts to The City immediately upon completion of installation.

For any of the items or circumstances listed in paragraph (d) of this section, where the Company is not responsible for the repair or replacement, Company shall notify The City within twenty-four hours of the discovery by Company. **In instances where the threat to safety may exist, the Company shall render the vertical transportation equipment non-operable and notify The City immediately.** The City may request a quotation for these repairs from Company. Company shall provide a written quotation for parts and labor using the pricing structure for both contained herein. Company shall not proceed with any repairs where a quote has been submitted without prior written authorization and/or a purchase order.

B. Company is not responsible for the following:

1. Repairs required because of vandalism, accident or misuse of the equipment by anyone other than the Company, his employees, subcontractors, or agents, or other causes beyond the Company's control as determined by The City;
2. Repair or replacement of building items, such as hoist way or machine room walls and floors, hoist way entrance frames, doors and sills, communication equipment, and signal fixture faceplates, underground hydraulic piping and buried jack cylinders;
3. Mainline and auxiliary disconnect switches, fuses and feeders to control panels; inside elevator cab/ car, ambient ceiling lighting.
4. External telephone and electrical repair to the Heating, Ventilation and Air Conditioning system.

C. Time expended on preventative maintenance should be no less than the minimum for each type of equipment listed in table below. Any repairs or replacement of equipment is to be considered as additional time beyond that required for preventative maintenance and shall not disrupt the performance of scheduled preventative maintenance.

Equipment Type	Service Frequency	Minimum Time Expended
Gearless Elevator	Monthly	Two Hour
Geared/Traction Elevator	Monthly	One Hour
Hydraulic Elevator	Monthly	1 Hour

All services performed, parts or material installed and equipment used in the performance of services under this contract shall be subject to inspection and testing by The City and / or State of Nevada Elevator Inspector to insure compliance with contract and industry standard.

Any services performed that are deemed by The City not in conformity with the specifications of this contract or industry standard shall require Company to perform services again within seventy-two (72) hours at no additional cost to The City. Consistent sub-standard performance and/or quality of work may result in the termination of this contract.

### 3.2 EQUIPMENT PERFORMANCE

- A. The Company shall ensure that the elevators meet the minimum performance requirements as detailed in Nevada Elevator Code #ASME. A17.1 / ANSI and / or other applicable codes.
- B. Floor-to-Floor Times are measured from the time the doors start to close, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the door is 3/4 open.
- C. Door Opening Times are measured from start of car door open until doors are in the fully open position.
- D. Door Closing Times are measured from start of door close until hoist way doors are fully closed. Contract times will be that shown as the minimum permitted by Code, or whichever is greater.

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E. Start-To-Stop Times: Based on a typical 12'-6" floor height.

1. Gearless Elevators: 4.5 to 5.0 seconds
2. Geared/Traction Elevators:
  - i. 200-300 FPM: 6.5 to 7.0 seconds
  - ii. 350-450 FPM: 5.5 to 6.0 seconds
3. Hydraulic Elevator: 12.0 to 13.0 seconds

F. Door Open Times: Based on Standard Steel Doors, 8'-0" Maximum Height.

1. 3'6" Center Opening: 1.6 to 2.2 seconds
2. 4'0" Center Opening: 2.0 to 2.5 seconds
3. 4'0" Two-Speed: 2.8 to 3.3 seconds

G. Door Standing Times:

1. Car Call: 5.0 to 6.0 Seconds
2. Hall Call: 5.0 to 8.0 seconds

H. Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by Code.

I. Additional Operating Characteristics:

1. Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps.
2. Full speed riding shall be without swaying or vibration.
3. Elevator and door operation shall be quiet with smooth checking at the extremes of travel.
4. Door pressure shall be maintained below 30 pounds in the closing and not exceed kinetic energy forces stipulated in the code.
5. Escalator handrails shall operate at the same speed as steps.
6. Escalator step alignment shall be maintained to squarely engage the comb plates and cleated risers to prevent excessive wear and noise. Combs will be replaced when a tooth is missing.
7. Maintain code clearances between step and skirt panel.
8. Company shall check and maintain all phones in elevators each month to ensure phones are operational.
9. Elevators, escalator, and ASSCO components shall be maintained to manufacturer's specifications and requirements.

### 3.3 SPECIAL TESTS

- A. Elevators provided with fire service, derailment devices, seismic switches or other special circuits should be checked once every year or more often if required by applicable law, ordinance or regulation, to make certain that these devices are operating correctly and as designed. The City will notify Company when The City will be testing the emergency power operation. Company shall be in attendance for this testing to perform immediate repairs or corrections to prepare the system for retest.
- B. Company shall examine the car safety devices, governors and conduct one annual no load test during the term of this contract, or more often if required by local, State and Federal applicable laws ordinances, regulations. No less than every five years, one full load, full speed test of the safety mechanism, over-speed governors, car and counterweight buffers shall be performed as outlined in section IV Service Specifications of this contract. The car balance shall be checked electrically and the governor set. If required, the governor shall be recalibrated and sealed for proper tripping speed. The City will witness these tests. Company shall verbally brief The City's representative on malfunctions or repairs prior to leaving the testing. All corrections required shall be performed within forty-eight (48) hours of discovery. A written report shall be furnished to The City indicating the test results, any malfunctions and corrective action taken. All testing shall conform to the requirements of ASME A17.1 and/or local code testing requirements. Install test tags on equipment indicating type of test and date.

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- C. Hydraulic elevators shall have one (1) load test performed during the term of this contract or more often if required by applicable law, ordinance or regulation but no less than annually. The City will witness these tests. Company shall verbally brief The City's representative on malfunctions or repairs prior to leaving the testing. All corrections required shall be performed within forty-eight (48) hours of discovery. A written report shall be furnished to The City indicating the test results, any malfunctions and corrective action taken. Install test tags on equipment indicating type of test and date.

### 3.4 RESPONSE

- A. Company shall perform preventive maintenance and non-emergency repair during the hours of 6:00 am PST to 6:00 pm PST Monday through Thursday for City Hall and for all other locations, 8:00 am PST through 6:00 pm PST Monday through Friday excluding The City's holidays, in order to provide services to all of The City's facilities. Company shall have the ability to respond to a request for emergency maintenance or repair as determined by The City within one (1) hour of receipt of request. The City requires confirmation that Company is en route within thirty (30) minutes of Company's receipt of an emergency maintenance or repair request from The City. Company shall have the ability to respond to non-emergency maintenance and repair requests within two (2) hours of receipt of request. Any equipment failure must be repaired and operating to industry standard within forty-eight (48) hours of receipt of request to respond unless a written extension of time to perform is approved by The City. All maintenance and repairs shall be documented in the work plan. Company shall provide The City all service tickets electronically within twenty-four (24) hours of completion of service.
- B. If call back service must be performed during overtime hours, Company shall do so at no additional cost to The City. Three (3) or more call backs on the same equipment for the same issue experienced within thirty (30) consecutive days shall be considered poor performance and may result in the monthly maintenance cost for that equipment being deducted from the next invoice. Consistent sub-standard performance and/or quality of work may result in the termination of this contract. No penalty will be assessed if the call backs are due to vandalism.
- C. Company shall maintain the necessary inventory of parts and materials required to meet the performance timeframes of the contract. Failure to meet the required timeframes of the contract may result in termination of the contract.
- D. Company shall provide a local phone number for emergency and regular maintenance requests. Contact phone number shall be staffed by the Company's employee(s) during the hours of 7:00 am PST through 4:30 pm PST Monday through Friday and have an answering service for all other hours. The Company shall have at least one qualified Mechanic on call and readily available 24 hours a day, 7 days per week.

### 3.5 REPORTING REQUIREMENTS

- A. Company shall maintain accurate records of all services performed. The following reports shall be provided monthly both in PDF format and in hard copy. Hard copy format may be delivered monthly to the Project Manager.
- B.
  - 1. Activity Reports: An overview of the month's routine maintenance activities identifying the overall condition of the equipment, areas of concern, problematic conditions, usage of the equipment that may reduce the longevity of major components and recommendations for any corrective actions that may be outside the scope of this contract. Upon The City's request, the following may be included in a thirty (30) day report; elevator travel distance, unique elevator malfunctions, number of floors traveled, and other specific equipment information relating to the operation and performance of the elevator(s). The City understands that not all elevator equipment can supply this information and the reports will be elevator / equipment specific.
  - 2. Trouble Call Report: A detailed report of all trouble calls that occurred during the month that identifies the building and equipment number, the time and nature of the call, including failures and entrapments, who placed the call, the time the contractor arrived in response to the call, the condition of the equipment upon arrival, work performed to correct the condition, and the time the contractor departed. This report shall identify if the callback was covered under the terms of this contract or if it was an additional billable call due to vandalism.

3. Test and Inspection Reports: A summary report of all equipment receiving special tests during the month with a detailed back up of the test results. This includes, but not limited to, fire service testing, safety testing, hydraulic pressure tests, standby emergency power testing and safety inspections performed by the local enforcing authorities.

### 3.6 WIRING DIAGRAMS

- A. Company shall maintain a complete set of all wiring diagrams for the equipment covered under this contract and stored in their respective machine rooms. All changes in circuitry made by the Company shall be properly recorded on The City's and machine room's copy of diagrams including date of change and name of person making same. The wiring diagrams are the property of The City and are to remain in their respective machine room.

## PART 4 SERVICE SPECIFICATIONS

These maintenance frequencies task lists and testing requirements are designed to be minimum examples of the preventive maintenance quality level required.

### 4.1 GEARLESS PASSENGER AND SERVICE:

#### A. Frequency: Each Visit

1. Ride each elevator; observe performance, leveling, floor stopping, door opening and closing operations and car operational noises. Make adjustments as required to insure optional performance and ride quality.
2. Test safety edges, infra-red detectors, door open button, door close button, alarm bell and car operating devices. Make adjustments as required to insure ADA compliance and performance standards.
3. Check car and hall button operations, check indicator illumination and lantern operations. Replace all illumination and verify ADA compliance of hall lanterns.

#### B. Frequency: Monthly

1. Clean and inspect machine, controller, selector, motor, motor generator/SCR and governor. Make adjustments as required to maintain optional performance, replace all defective parts to ensure operational condition of equipment.
2. Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibs, detectors and/or photo eyes and safety edges. Lubricate and adjust door operator and door accessory equipment.
3. Inspect and clean hoist way door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing and hoist way switches.
4. Inspect and clean governor tension sheave, car and counterweight buffers, compensating sheave assembly. Clean pit and check safety plank and travel cable loops.
5. Clean machine room, check commutators and brushes, clean and adjust controller and selector contacts and relays.
6. Check car and hall fixture lamps, leveling and floor stops, alarm bell and emergency stop, inspect travel cable. Make adjustments, replace parts as required.

#### C. Frequency: Quarterly

1. Inspect rope shackles, car and counterweight guides, TM and Slow Down switches, adjust and lubricate as required, check emergency light.
2. Check and adjust brake. Inspect and lubricate pivot pins.
3. Clean and adjust controller and selector components including contacts, relays and timers. Check transformers and rectifiers. Vacuum or brush all controller and selector parts.
4. Check all safety circuits, verify operational status, with no jumpers attached.
5. Check selector cables and/or tapes. Lubricate selector drive worm. Inspect selector drive

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