

4. Interconnection diagrams
 5. Complete tuning and alignment instructions
 6. Installation instructions
 7. Parts list
 8. AUTHORITY to be furnished with all modifications for a period of five (5) years.
 9. Final payment to the successful Bidder shall be contingent upon the successful Bidder furnishing to the AUTHORITY the complete instruction manuals.
- X. REPORTS** The Successful Bidder may be required to submit Monthly reports to the Purchasing Office showing the quantities and dollar volume of purchases made by each agency under the contract. The form and content of the report, beyond what is explained in this paragraph, is subject to the acceptance by both parties.
- Y. CONTRACT SUPPORT SERVICE** The Successful Bidder(s) will be required to provide a Las Vegas support services firm in the areas of technical expertise, customer complaints on products, prompt, timely replacement of unacceptable supplies, and warranty corrections.
1. Four (4) technical or contractual complaints lodged by the AUTHORITY shall be justifiable grounds for cancellation of the contract in its entirety, and removal of the Bidder from the bid list indefinitely.
- Z. ENVIRONMENTAL PROTECTION AGENCY REGISTRATION NUMBERS** Prospective Bidders must include, with their detailed specification sheets, the Federal Environmental Protection Agency (E.P.A.) registration number of the bid item, where applicable.
- AA. MATERIAL SAFETY DATA SHEETS** Material Safety Data Sheets are required to be included with each shipment of the product. This is a material requirement, which is required prior to approving invoices for payment.
- BB. SCOPE OF WORK** Contractor shall provide all labor, materials, equipment, and supervision necessary to perform monthly full-preventive maintenance, adjustments, replacements, and repair service for designated elevators and escalators at AUTHORITY owned properties. Contractor shall also be required to provide standby services, as needed for an estimated 12 shows per year.
1. **ELEVATORS AND ESCALATORS, ALL AUTHORITY FACILITIES**
 - a. Estimated elevator and escalator repairs resulting from vandalism or misuse, not covered under the regular maintenance. Vandalism includes, but is not limited to: stickers placed on handrails of escalators, and in elevator areas, that may cause damage to the escalator or elevator. Frequently, the plates are kicked covering the sensors.
 - b. Successful Bidder will provide a detailed lifecycle analysis in writing of all elevator and escalator equipment within 120 days of notice of award.

- c. Contractor shall provide an elevator and escalator log book to indicate all maintenance performed on each elevator and escalator. The log book is also used to indicate that monthly maintenance has been performed. Information recorded shall include service person's name, and any other relevant information. The AUTHORITY reserves the right to accept/reject said log. This log will remain the property of the AUTHORITY and remain with the AUTHORITY past the term of the contract. All manuals and data books shall not be removed from the AUTHORITY premises without written permission.
- d. Contractor shall perform all preventive maintenance, repairs, routine adjustments, and service FIVE (5) days a week, Monday through Friday, during AUTHORITY working hours of 8:00 a.m. to 5:00 p.m., excluding National Holidays and AUTHORITY observed holidays. Premium time shall be considered any time between the hours of 5:01 p.m. and 7:59 a.m. The current AUTHORITY holidays are: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veteran's Day, Thanksgiving Day and the day following, and Christmas.
- e. The AUTHORITY may require Contractor to arrange their work schedule in order to not conflict with conventions, meetings, shows or any other event(s) that are in progress. The contractor is required to check in at the One Call Office, located near the Facilities Engineering Building, upon arrival. All contractor-related work is to be completed as per contract.
- f. Contractor shall be responsible for all job-site cleaning, including maintaining area(s) free of waste materials, debris, and rubbish. Removal and disposal of debris shall be on a schedule approved by the AUTHORITY. Contractor shall be responsible for all hydraulic oil clean up and disposal. Any excessive amounts (more than (2) gallons) of hydraulic oil used should be reported, in writing, to the AUTHORITY for environmental reporting purposes.
- g. Contractor shall exercise control over the conduct, demeanor, and appearance of its employees, agents, and representatives and the conduct of its subcontractors and suppliers.
- h. Contractor shall be responsible to ensure compliance with all Federal, State, and Local regulations pertaining to worker safety.
- i. Contractor shall be responsible for providing all necessary paperwork and testing to obtain state operating permits as required on all elevators and escalators.
- j. Contractor shall be responsible to ensure compliance with quality control procedures, to include suppliers, manufacturers, products, services, work site conditions, and workmanship.
- k. Contractor shall not take advantage of any apparent error or omission in these specifications. In the event the Contractor discovers such an error or omission, he/she shall immediately notify the AUTHORITY. The AUTHORITY shall make any corrections and/or interpretations as may be deemed necessary for fulfilling the intent of the specifications.

- i. Contractor shall appoint and assign a contact person(s) fully knowledgeable of all phases of the work, for the duration of the service contract. He/she shall respond to AUTHORITY concerns, inquiries, questions, and problems arising as a result of the service. Contact person(s) response time shall be no later than sixty (60) minutes after AUTHORITY notification to contact person(s) telephone, cellular, voice mail, beeper, answering service, or any other number provided.
- m. Contractor shall provide the AUTHORITY sixteen (16) courtesy service calls per location, for the contract period (Cashman Center, Convention Center, White House and 333 Cambridge St.) for the purpose of rendering service and advice. Courtesy calls shall be Monday through Friday, 8 a.m. – 5:00 p.m. A written record of visits shall be documented by the Authority's Facilities Engineering Department.
- n. Contractor shall charge the AUTHORITY one (1) hour travel time, not to exceed a maximum of two (2) hours per call-out, regardless of the number of service personnel responding to AUTHORITY's service request.
- o. Contractor shall be responsible for acquiring all necessary equipment to provide service on all equipment, including equipment Contractor does not normally install.
- p. Contractor shall have three (3) years of service experience with a service contract similar to this bid. See attached reference list.
- q. Contractor shall have and maintain during the course of this agreement the required State of Nevada contractor license for elevator and escalator service.
- r. Contractor shall acquaint himself with the elevators and escalators to ensure familiarity with the scope of work.
- s. Contractor shall include with their bid form submittal five (5) references for similar service agreements with other agencies or companies.
- t. Contractor shall be responsible to coordinate all work activities and scheduling with Walter Laub, Senior Manager of Engineering in order for information to be distributed to end-users, customers, or patrons regarding service interruption, loss of service, or any other outage.
- u. The AUTHORITY currently has an inventory list of parts for the elevators and escalators. Prior to any work being completed on the elevators or escalators, Successful Bidder shall verify parts are available. Successful Bidder to provide parts and materials as provided from list to have for emergency failures of equipment within 24 hours of notice of failure. Failure to provide parts within 24 hours of notice may result in issuance of a technical or contractual complaints by the Authority.
- v. STANDBY SERVICE Bidders shall provide one (1) technician for standby service on elevators and escalators at the Las Vegas Convention Center and/or Cashman Center or any other Authority property as coordinated by the AUTHORITY's Engineering Department. Service shall be required for an estimated 12 shows per year, 1-4 days per show, 6-8 hours of standby per scheduled day.
- 1) All necessary repairs/service must be approved by the AUTHORITY's Engineering Department prior to completion or scheduling, and invoices shall be signed by the Director of Engineering, a Senior Manager of Engineering, or a point of contact as delegated by either.

2) Bidders shall provide rates based on days and hours worked.

- a) Monday through Friday – 8:00 a.m. to 6:00 p.m.
- b) Monday through Friday – after 6:00 p.m.
- c) Saturday – 10a.m. to 6:00 p.m.
- d) Sunday – 10 a.m. to 6:00 p.m.
- e) Pricing shall remain firm for one year.

2. DESCRIPTION OF MAINTENANCE/SERVICE REQUIRED - ELEVATORS

- a. Contractor shall on a monthly basis examine, clean, lubricate, adjust and, when conditions warrant as determined mutually between Contractor and the AUTHORITY, repair or replace the following elevator components: Pump, Valves, Motor, Controller and Parts thereof, to include, but not limited to: Bearings, Windings, Coils, Rotating Elements, Contacts, Relays, Resistors, Contactors, Packings, Drive Belts, Strainers, Mufflers, and Piping in machine room and hoistway.
- b. Contractor shall on a monthly basis examine, test, including monthly fire testing, lubricate and, when conditions warrant as determined mutually by Contractor and the AUTHORITY, repair or replace accessory equipment, consisting of car and corridor hangers and tracks, door gibs and car fan.
- c. Contractor shall on a monthly basis clean elevators' hatch equipment to include rails, inductors, hatch door hangers and tracks, relating devices, switches, buffers and car tops and elevator machine rooms. Pits must be kept clean at all times.
- d. Contractor shall on a monthly basis examine, test, lubricate, adjust and, when conditions warrant as determined mutually by the Contractor and the AUTHORITY, repair or replace safety devices consisting of Interlocks and Door Closers, Buffers, Limit/Landing/Slowdown Switches, Door Protective Devices and Alarm Bells.
- e. Contractor shall ensure elevator guide rails are properly lubricated at all times.
- f. Contractor shall replace elevator guide shoe gibs or rollers, when conditions warrant as determined mutually by the Contractor and the AUTHORITY, in order to provide and ensure a smooth and quick operation.
- g. Contractor shall repair or replace elevator control cables when conditions warrant, as mutually determined by the Contractor and the AUTHORITY.
- h. Contractor shall, as required, relamp elevator signals during monthly examinations.
- i. Contractor shall provide and utilize lubricants and hydraulic system oil that are elevator/escalator industry approved only.
- j. Contractor shall conduct inspection and testing of elevators, to include fire testing, as required by A.N.S.I. A-17.1 code. Date(s) established for testing shall be approved by AUTHORITY Facilities Engineering Department. Written results shall be provided

to the AUTHORITY within three (3) calendar days after inspection and testing with recommendations for correction of deficiencies, if any.

k. Contractor shall conduct elevator performance evaluations when conditions warrant as determined mutually by Contractor and the AUTHORITY. Evaluation of equipment performance shall include car speed, door operation required to maintain manufacturer's operating standards. Performance evaluations must be conducted during a regularly scheduled visit.

l. Contractor shall provide quarterly written reports on the condition and expected upcoming repairs for each elevator/escalator. These repairs shall not be limited to regular maintenance, but also upcoming major repairs or suggested enhancements.

m. Elevator Inventory:

ELEVATORS									
Location: Convention Center - 3150 Paradise Road									
Item #	Equip. Category	Mfg	Equipment ID	Approx. Yr of Install	Serial #	Capacity	FPM	Stops	Openings
1	Hydraulic - Passenger	OTIS	#101 GOLD LOT VIC	1998	474273	3500 lb	125	2	2
2	Hydraulic - Passenger	OTIS	#102 W LOBBY/N4	1998	474272	3500 lb	125	2	2
3	Hydraulic - Passenger	OTIS	#103 W LOBBY/N4 FREIGHT	1998	474274	5000 lb	125	2	2
4	Hydraulic - Passenger	THYSSEN	#104 SKYWALK/N RD	2012	367828	2100 lb	100	2	2
5	Hydraulic - Passenger	KONE	#105 ADMIN OFFICE	1991	C95PM68935	2500 lb	n/a	3	3
6	Hydraulic - Passenger	KONE	#106 GRANDCONCO/NEAR BANN	1991	C98PM68936	2500 lb	n/a	2	2
7	Hydraulic - Passenger	KONE	#107 N KITCHEN HALLWAY	1990	CPSPM68937	4000 lb	n/a	3	3
8	Hydraulic - Passenger	KONE	#108 N KITCHEN HALLWAY	1990	CPSPM68939	4000 lb	n/a	3	3
9	Hydraulic - Passenger	ESCO	#109 C1/3 TOWER	1972	L4059 / Model #HMC-1000	4000 lb	n/a	4	5
10	Hydraulic - Passenger	KONE	#110 E CONCO/C4 LOBBY	1981	80-3852	2500 lb	n/a	2	2
11	Hydraulic - Passenger	MARMAC	#111 DOOR 10 FREIGHT	1981	80-3853 / Model #MM443110	n/a	n/a	2	freight lift open
12	Hydraulic - Passenger	DOVER	#112 C4/5 TOWER	1982	E64126	3000 lb	n/a	4	4
13	Hydraulic - Passenger	KONE	#113 C2 PREFUNCTION LOBBY	2000	144277	4000 lb	n/a	2	2
14	Hydraulic - Passenger	KONE	#114 C2 PREFUNCTION LOBBY	2000	CP14277	4000 lb	n/a	2	2
15	Hydraulic - Passenger	KONE	#115 S KITCHEN/CENTRAL	2001	CP-147919	4500 lb	n/a	2	2
16	Hydraulic - Passenger	KONE	#116 S KITCHEN/CENTRAL	2001	CP147920	4500 lb	n/a	2	2
17	Hydraulic - Passenger	KONE	#117 S1 W PRE-FUNCT LOBBY	2000	CP144274	4000 lb	n/a	2	2
18	Hydraulic - Passenger	KONE	#118 S1 W PRE-FUNCT LOBBY	2000	CP-144275	4000 lb	n/a	2	2
19	Hydraulic - Passenger	KONE	#118 S1 HALL E/CENTRAL	2000	144280	4000 lb	n/a	1	1

Technical Specifications
Revised April 10, 2012

Las Vegas Convention & Visitors Authority
Bid #12-4027, Annual Elevator and Escalator Repair and Maintenance

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Item #	Equip. Category	Mfg	Equipment ID	Approx. Yr of Install	Serial #	Capacity	FRM	Stops	Openings
20	Hydraulic - Passenger	KONE	#120 S2 HALL E LOBBY	2000	144278	4000 lb	n/a	2	2
21	Hydraulic - Passenger	KONE	#121 S2 HALL E LOBBY	2000	CP144278	4000 lb	n/a	2	2
22	Hydraulic - Passenger	OTIS	#124 BLOCKHOUSE	2000	n/a	n/a	n/a	n/a	n/a
Location: Cashman Center - 850 Las Vegas Blvd North									
23	Hydraulic - Passenger	ESCO	CC01 MEETING ROOMS PASS	1983	82-5488	4000 lb	n/a	2	1
24	Hydraulic - Passenger	ESCO	CC02 THEATER LOBBY	1983	82-5488	4000 lb	n/a	3	2
25	Hydraulic - Passenger	OTIS	CC03 THEATER BACKSTAGE	1983	81676	2500 lb	n/a	6	1
26	Hydraulic - Passenger	ESCO	CC04 STADIUM PASSENGER	1983	825500	4200 lb	n/a	3	1
Location: PR & News Bureau - 3260 Joe W Brown									
27	Hydraulic - Passenger	SCHINDLER	#122 WHITE HOUSE	n/a	88304-01	n/a	n/a	2	2

3. DESCRIPTION OF MAINTENANCE/SERVICE REQUIRED – ESCALATORS

- a. Contractor shall on a monthly basis examine, clean, lubricate, adjust and, when conditions warrant as determined mutually between Contractor and the AUTHORITY, repair or replace the following escalator components: Escalator Machine, Step Chains, Main Drive Chains, Handrail Drive Chains, Tracks, Controllers, Sprockets, and parts thereof to include but not limited to; Drive Motors, Worms, Gears, Bearings, Rotating Elements, Brake Magnet Coils, Brake Shoes, Linings, Windings, Coils, Contacts, Relays, Resistors, Transformers and Solid State Devices.
- b. Contractor shall on a monthly basis examine, test, adjust and, when conditions warrant as determined by Contractor and the AUTHORITY, repair or replace Step Treads, Combplate Finger Sections, Handrails and Handrail Guides.
- c. Contractor shall on a monthly basis examine, clean, adjust and, when conditions warrant as determined mutually by Contractor and the AUTHORITY, repair or replace the operating and safety devices consisting of Stop Buttons, Brake on Main Drive Sprocket, Slack Step Chain Switches, Skirt Safety Switches, and Governor Switches.
- d. Contractor shall on a monthly basis examine and, when conditions warrant as determined mutually by Contractor and the AUTHORITY, replace step rollers in order to provide and ensure a smooth and quiet operation.
- e. Contractor shall insure escalators are properly lubricated at all times.
- f. Contractor shall conduct operating and safety devices testing as required by A.N.S.I. A-17.1 code. Date(s) established for testing shall be approved by the AUTHORITY. Written results shall be provided to the AUTHORITY within three (3) calendar days after inspection and testing with recommendations for correction of deficiencies if any.

g. Contractor shall conduct escalator performance evaluations when conditions warrant as determined mutually by Contractor and the AUTHORITY. Evaluation of equipment performance shall include riding quality, step indexing, handrail and step chain condition and operations, main drive and handrail drive chain tensions and handrail tensions, and system operation required to maintain manufacturer's operating standards. Performance evaluations may be conducted during a regularly scheduled visit.

h. Contractor shall exclude the following in the performance of this contract: 1) Light fixtures and lamps, 2) Cleaning of cab interiors and exposed sills, 3) Plungers, casings and cylinders, 4) Piping and connections not exposed in the hoist ways and machine rooms, 5) Vandalism and abuse of equipment beyond Contractor's control.

i. Escalator Inventory:

ESCALATORS

Location: Convention Center - 3150 Paradise Road

Item #	Equip. Category	Mfg	Equipment ID	Approx. Yr of Install	Serial #	Capacity	FPM	Comments
28	Escalator - Glass	OTIS	#201 GOLD LOT VIC NORTH		853573	40"	100	n/a
29	Escalator - Glass	OTIS	#202 GOLD LOT VIC, SOUTH		853574	40"	100	Operate up only
30	Escalator - Glass	OTIS	#203 WEST LOBBY N4		853575	40"	100	n/a
31	Escalator - Glass	OTIS	#204 WEST LOBBY N4		853576	40"	100	n/a
32	Escalator - Glass	OTIS	#205 WEST LOBBY N4		853577	40"	100	n/a
33	Escalator - Glass	THYSSEN	#206 SKY WALK N RD		699098575	40"	100	n/a
34	Escalator - Glass	THYSSEN	#207 SKY WALK N RD		699098574	40"	100	n/a
35	Escalator - Glass	KONE	#208 GRAND CONCOURSE N S	1990	CE6893	n/a	90	23-3 rise, operate down only
36	Escalator - Glass	KONE	#209 GRAND CONCOURSE MIDD	1991	CE6893	n/a	90	23-3 rise
37	Escalator - Glass	KONE	#210 GRAND CONCOURSE S SI	1991	CE6893	n/a	90	23-3 rise
38	Escalator - Glass	KONE	#211 E CONCOURSE N SIDE		CE44285	n/a	90	20-0 rise
39	Escalator - Glass	KONE	#212 E CONCOU S SIDE		CE44284	n/a	90	20-0 rise
40	Escalator - Glass	KONE	#213 C2 PREFUNCTIO AREA S	2001	CP-144270	n/a	80	n/a
41	Escalator - Glass	KONE	#214 C2 PREFUNCTIO AREA S	2001	CP-144271	n/a	80	n/a
42	Escalator - Glass	KONE	#215 S HALL S1 W PREFUNCT	2001	CP-144273	n/a	80	n/a
43	Escalator - Glass	KONE	#216 S HALL S1 W PREFUNCT	2001	CP-144272	n/a	80	n/a
44	Escalator - Glass	KONE	#217 S HALL S1 EAST CENTR	2001	144267	n/a	100	n/a
45	Escalator - Glass	KONE	#218 S HALL S1 EAST CENTR	2001	144268	n/a	100	n/a
46	Escalator - Glass	KONE	#219 S HALL S2 EAST LOBBY	2001	144269	n/a	100	n/a
47	Escalator - Glass	KONE	#220 S HALL S2 E LOBBY	2001	144268	n/a	100	n/a

BID FORM

Business Name ("Bidder"): Schindler Elevator Corporation

Date:	04/18/2012			
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Other
Business Contact:	Val Garfield			
Business Name ("Bidder"):	Schindler Elevator Corporation			
(Include d.b.a., if applicable)				
Address:	6265 South Valley View Blvd., Suite H			
Telephone:	(702) 222-1875	Fax:	(702) 222-1876	
Email:	val.garfield@us.schindler.com			
Business Designation Group (For informational purposes only)				
<input type="checkbox"/> MBE (Minority Business Enterprise)	<input type="checkbox"/> WBE (Women-Owned Business Enterprise)	<input type="checkbox"/> VOB: (Veteran owned Business)	<input type="checkbox"/> MAJ (Majority Business Enterprise)	<input type="checkbox"/> OTHER: specify:
Certifying Agency:			Certification date:	
(if certified)				
BUSINESS GROUP DESIGNATION DEFINITIONS:				
MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent 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 business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.				
VETERAN OWNED BUSINESS ENTERPRISE (VOB): An independent business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more veterans.				
MAJORITY BUSINESS ENTERPRISE (MAJ): An independent business for profit which performs a commercially useful function and is not designated as an MBE or WBE.				

To The LAS VEGAS CONVENTION AND VISITORS AUTHORITY

The Bidder, in compliance with the Invitation for Bids for: 12-4027, ANNUAL ELEVATOR AND ESCALATOR REPAIR AND MAINTENANCE having examined the specifications with related documents, and being familiar with all of the conditions of the specifications, including the availability of material and labor, hereby proposes to furnish all labor, materials, and supplies necessary to furnish in accordance with the Invitation to Bid. These prices are to cover all expenses incurred under the Invitation to Bid.

Bidder acknowledges receipt of the following addenda:

Addendum No.	1	Dated	04/10/2012	✓
Addendum No.	2	Dated	04/12/2012	✓

Bid Form
April 4, 2012

Las Vegas Convention & Visitors Authority
Bid #12-4027, Annual Elevator and Escalator Repair and Maintenance

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BID FORM

Business Name ("Bidder"): Schindler Elevator Corporation

Bidder agrees to supply all the requested material described in the specifications, for the following prices:

ELEVATORS						
Location: Convention Center - 3150 Paradise Road						
Item #	Qty	Equip. Category	Mfg	Equipment ID	Unit Price	Annual Total
1	12 months	Hydraulic - Passenger	OTIS	#101 GOLD LOT VIC	\$ 107.50	\$ 1,290.00 ✓
2	12 months	Hydraulic - Passenger	OTIS	#102 W LOBBY/N4	\$ 107.50	\$ 1,290.00 ✓
3	12 months	Hydraulic - Passenger	OTIS	#103 W LOBBY/N4 FREIGHT	\$ 117.00	\$ 1,404.00
4	12 months	Hydraulic - Passenger	THYSSEN	#104 SKYWALK/N RD	\$ 107.50	\$ 1,290.00
5	12 months	Hydraulic - Passenger	KONE	#105 ADMIN OFFICE	\$ 110.00	\$ 1,320.00
6	12 months	Hydraulic - Passenger	KONE	#106 GRANDCONCO/NEAR BANN	\$ 107.50	\$ 1,290.00
7	12 months	Hydraulic - Passenger	KONE	#107 N KITCHEN HALLWAY	\$ 117.00	\$ 1,404.00
8	12 months	Hydraulic - Passenger	KONE	#108 N KITCHEN HALLWAY	\$ 117.00	\$ 1,404.00
9	12 months	Hydraulic - Passenger	ESCO	#109 C1/3 TOWER	\$ 135.00	\$ 1,620.00
10	12 months	Hydraulic - Passenger	KONE	#110 E CONC/C4 LOBBY	\$ 107.50	\$ 1,290.00
11	12 months	Hydraulic - Passenger	MARMAC	#111 DOOR 10 FREIGHT	\$ 127.00	\$ 1,524.00
12	12 months	Hydraulic - Passenger	DOVER	#112 C4/5 TOWER ELEVAO	\$ 110.00	\$ 1,320.00
13	12 months	Hydraulic - Passenger	KONE	#113 C2 PREFUNCTION LOBBY	\$ 106.00	\$ 1,272.00
14	12 months	Hydraulic - Passenger	KONE	#114 C2 PREFUNCTION LOBBY	\$ 106.00	\$ 1,272.00
15	12 months	Hydraulic - Passenger	KONE	#115 S KITCHEN/CENTRAL	\$ 115.00	\$ 1,380.00
16	12 months	Hydraulic - Passenger	KONE	#116 S KITCHEN/CENTRAL	\$ 115.00	\$ 1,380.00
17	12 months	Hydraulic - Passenger	KONE	#117 S1 W PRE-FUNCT LOBBY	\$ 105.00	\$ 1,260.00
18	12 months	Hydraulic - Passenger	KONE	#118 S1 W PRE-FUNCT LOBBY	\$ 105.00	\$ 1,260.00
19	12 months	Hydraulic - Passenger	KONE	#119 S1 HALL E/CENTRAL	\$ 105.00	\$ 1,260.00
20	12 months	Hydraulic - Passenger	KONE	#120 S2 HALL E LOBBY	\$ 105.00	\$ 1,260.00
21	12 months	Hydraulic - Passenger	KONE	#121 S2 HALL E LOBBY	\$ 108.00	\$ 1,296.00

Bid Form

April 4, 2012

Las Vegas Convention & Visitors Authority
Bid #12-4027, Annual Elevator and Escalator Repair and Maintenance

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BID FORM

Business Name ("Bidder"): Schindler Elevator Corporation

22	12 months	Hydraulic - Passenger	OTIS	#124 BLOCKHOUSE	\$ 107.50	\$ 1,290.00
Location: Cashman Center - 850 Las Vegas Blvd North						
23	12 months	Hydraulic - Passenger	ESCO	CC01 MEETING ROOMS PASS	\$ 107.50	\$ 1,290.00
24	12 months	Hydraulic - Passenger	ESCO	CC02 THEATER LOBBY	\$ 110.00	\$ 1,320.00
25	12 months	Hydraulic - Passenger	OTIS	CC03 THEATER BACKSTAGE	\$ 115.50	\$ 1,386.00
26	12 months	Hydraulic - Passenger	ESCO	CC04 STADIUM PASSENGER	\$ 110.00	\$ 1,320.00
Location: PR & News Bureau - 3260 Joe W Brown						
27	12 months	Hydraulic - Passenger	SCHINDLER	#122 WHITE HOUSE	\$ 108.00	\$ 1,296.00

ESCALATORS

Location: Convention Center - 3150 Paradise Road						
Item #	Qty	Equip. Category	Mfg	Equipment ID	Unit Price	Annual Total
28	12 months	Escalator - Glass	OTIS	#201 GOLD LOT VIC NORTH	\$ 307.50	\$ 3,690.00
29	12 months	Escalator - Glass	OTIS	#202 GOLD LOT VIC, SOUTH	\$ 307.50	\$ 3,690.00
30	12 months	Escalator - Glass	OTIS	#203 WEST LOBBY N4	\$ 307.50	\$ 3,690.00
31	12 months	Escalator - Glass	OTIS	#204 WEST LOBBY N4	\$ 307.50	\$ 3,690.00
32	12 months	Escalator - Glass	OTIS	#205 WEST LOBBY N4	\$ 307.50	\$ 3,690.00
33	12 months	Escalator - Glass	THYSSEN	#206 SKY WALK N RD	\$ 307.50	\$ 3,690.00
34	12 months	Escalator - Glass	THYSSEN	#207 SKY WALK N RD	\$ 307.50	\$ 3,690.00
35	12 months	Escalator - Glass	KONE	#208 GRAND CONCOURSE N S	\$ 307.50	\$ 3,690.00
36	12 months	Escalator - Glass	KONE	#209 GRAND CONCOURSE MIDD	\$ 307.50	\$ 3,690.00
37	12 months	Escalator - Glass	KONE	#210 GRAND CONCOURSE S SI	\$ 307.50	\$ 3,690.00
38	12 months	Escalator - Glass	KONE	#211 E CONCOURSE N SIDE	\$ 307.50	\$ 3,690.00
39	12 months	Escalator - Glass	KONE	#212 E CONCOU S SIDE	\$ 307.50	\$ 3,690.00
40	12 months	Escalator - Glass	KONE	#213 C2 PREFUNCTIO AREA S	\$ 307.50	\$ 3,690.00
41	12 months	Escalator - Glass	KONE	#214 C2 PREFUNCTIO AREA S	\$ 307.50	\$ 3,690.00
42	12 months	Escalator - Glass	KONE	#215 S HALL S1 W PREFUNCT	\$ 307.50	\$ 3,690.00

Bid Form

April 4, 2012

Las Vegas Convention & Visitors Authority
Bid #12-4027, Annual Elevator and Escalator Repair and Maintenance

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BID FORM

Business Name ("Bidder"): Schindler Elevator Corporation

43	12 months	Escalator - Glass	KONE	#216 S HALL S1 W PREFUNCT	\$ 307.50	\$ 3,690.00
44	12 months	Escalator - Glass	KONE	#217 S HALL S1 EAST CENTR	\$ 307.50	\$ 3,690.00
45	12 months	Escalator - Glass	KONE	#218 S HALL S1 EAST CENTR	\$ 307.50	\$ 3,690.00
46	12 months	Escalator - Glass	KONE	#219 S HALL S2 EAST LOBBY	\$ 307.50	\$ 3,690.00
47	12 months	Escalator - Glass	KONE	#220 S HALL S2 E LOBBY	\$ 307.50	\$ 3,690.00
GRAND TOTAL (line items 1 - 47)					\$9,149.00	109,788.00

One Hundred and Nine Thousand Seven Hundred Eighty-Eight Dollars per year ✓

GRAND TOTAL WRITTEN

Labor rates for elevator and escalator repairs resulting from vandalism or misuse, not covered under regular maintenance for all Authority properties.

ELEVATORS AND ESCALATORS:

Item #	Description	Elevator Hourly Rate	Escalator Hourly Rate
49.	Monday - Friday 8am - 5pm	\$ 200.00 /HR	\$ 200.00 /HR
	Monday - Friday 5:01 p.m. - 7:59 a.m.	\$ 340.00 /HR	\$ 340.00 /HR
	Saturday 10:00 a.m. - 6:00 p.m.	\$ 340.00 /HR	\$ 340.00 /HR
	Saturday after 6:00 p.m.	\$ 340.00 /HR	\$ 340.00 /HR
	Sunday 10 a.m. - 6:00 p.m.	\$ 400.00 /HR	\$ 400.00 /HR
	Sunday after 6:00 p.m.	\$ 400.00 /HR	\$ 400.00 /HR
	Repairs requiring new parts, parts can be purchased on a cost plus % markup.		15 % markup ✓

STAND BY SERVICE:

Item #	Description	Hourly Rate
51.	Monday - Friday 8am - 6pm	\$ 200.00 /HR
	Monday - Friday after 6pm	\$ 340.00 /HR
	Saturday 10:00 a.m. - 6:00 p.m.	\$ 340.00 /HR
	Saturday after 6:00 p.m.	\$ 340.00 /HR

Bid Form

April 4, 2012

Las Vegas Convention & Visitors Authority
Bid #12-4027, Annual Elevator and Escalator Repair and Maintenance

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BID FORM

Business Name ("Bidder"): Schindler Elevator Corporation

DELIVERY TIME:	24 hours from request	
Will you accept a credit card as payment? (circle one)	Yes	No
LVCVA TERMS: NET 30, EFT or credit card	DISCOUNT TERMS, IF ANY:	None

ANY MODIFICATIONS, ADDITIONS, EXCLUSIONS, OR EXCEPTIONS TO THE TERMS AND CONDITIONS SET FORTH IN THE BID DOCUMENTS MAY CAUSE YOUR BID TO BE REJECTED.

Note: This bid will be awarded by lot, line item, or total, whichever is in the best interest of the AUTHORITY.

The undersigned, as Bidder, offers to enter into a contract with the Las Vegas Convention and Visitors Authority in accordance with the Invitation to Bid, and it is expressly understood that provisions and all documents and standards required by each or any of them, shall be determined to be a part of this Invitation to Bid and of the finalized contract.

Schindler Elevator Corporation

Company Name

By:

Val Garfield
Signature Required

Val Garfield

Name, Typed or Printed

Bid Form

April 4, 2012

Las Vegas Convention & Visitors Authority
Bid #12-4027, Annual Elevator and Escalator Repair and Maintenance

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BID FORM

Business Name ("Bidder"): Schindler Elevator Corporation

Disclosure of Ownership and Principals:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name	Title
NA ✓	

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

Signature / Capacity

Print Name

Title

Date

BID FORM

BID GUARANTEE

A bid guarantee in the amount of five percent (5%) of the total bid is required for this bid. Failure to enclose a bid guarantee (cashier's check or bid bond ONLY) with the sealed bid in the amount of five percent (5%) of the total bid shall be cause for automatic rejection of that bid without consideration.

Bid Form
April 4, 2012

Las Vegas Convention & Visitors Authority
Bid #12-4027, Annual Elevator and Escalator Repair and Maintenance
Page 34 of 36
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THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Schindler Elevator Corporation

6265 South Valley View Blvd., Las Vegas, NV 89118

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland

1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of MD

as Surety, hereinafter called the Surety, are held and firmly bound unto Las Vegas Convention and Visitors Authority

3150 Paradise Road, Las Vegas, NV 89109

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

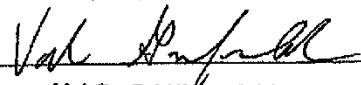
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

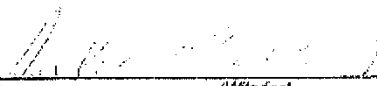
WHEREAS, the Principal has submitted a bid for Annual Elevator and Escalator Repair and Maintenance, Bid Number 12-4027


NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of April, 2012


Grant Sherman (Witness)

Schindler Elevator Corporation
(Principal) (Seal)
By: 
Val Garfield/ Branch Manager (Title)


Julie Perry (Witness)

Fidelity and Deposit Company of Maryland
(Surety) (Seal)
By: 
Attorney-in-Fact Stacy Rivera (Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1979 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

03384

ER3384

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

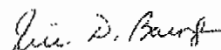
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 19th day of April, 2012



Assistant Secretary

03385

ER3385

BID FORM

Business Name ("Bidder"): Schindler Elevator Corporation

REFERENCES

Reference for service agreements with other agencies or companies, showing three (3) years of similar service experience to this bid.

1.	Company Name: Caesar's Entertainment		
	Contact Name: Andrew Kesler	Director of Strategic Sourcing	
	Address: Caesar's Palace Hotel & Casino	3570 Las Vegas Blvd. South	
	City: Las Vegas	State: Nevada	Zip: 89109
	Phone: 702-407-6496	Fax: 702-892-2758	
	Contract Dates:	06/01/2004	Currently Servicing

2.	Company Name: General Growth Prop.		
	Contact Name: Rick Sperber	Senior Operations Mgr	
	Address: Fashion Show Mall	3200 Las Vegas Blvd. South	
	City: Las Vegas	State: Nevada	Zip: 89109
	Phone: 702-784-7040	Fax: 702-784-7029	
	Contract Dates:	10/21/2002	Currently Servicing

3.	Company Name: MGM Resorts Int'l		
	Contact Name: Mike Ganton	Chief Engineer	
	Address: MGM Grand Hotel	3799 Las Vegas Blvd. South	
	City: Las Vegas	State: Nevada	Zip: 89109
	Phone: 702-891-7505	Fax: 702-891-7574	
	Contract Dates:	09/01/2002	Currently Servicing

BID FORM

Business Name ("Bidder"): Schindler Elevator Corporation

REFERENCES

4.	Company Name: Clark County Public Works		
	Contact Name: Dave Pritchard	Construction Management Inspector	
	Address: Spring Mountain & Flamingo Pedestrian Overpass Bridges		
	City: Las Vegas	State: Nevada	Zip: 89109
	Phone: 702-249-7161	Fax: 702-435-4702	
	Contract Dates:	03/01/2009	Currently Servicing

5.	Company Name: Caesar's Entertainment		
	Contact Name: Rick Ewanick	Director of Engineering	
	Address: Imperial Palace	3535 Las Vegas Blvd. South	
	City: Las Vegas	State: Nevada	Zip: 89109
	Phone: 702-835-5734	Fax: 702-835-5734	
	Contract Dates:	06/03/2004	Currently Service

6.	Company Name: Showcase Mall		
	Contact Name: Karen Williams	General Manager	
	Address: Showcase Mall	3785 Las Vegas Blvd. South	
	City: Las Vegas	State: Nevada	Zip: 89109
	Phone: 702-597-3117	Fax: 702-597-3134	
	Contract Dates:	10/01/2006	Currently Servicing

Bid Form
April 4, 2012

Las Vegas Convention & Visitors Authority
Bid #12-4027, Annual Elevator and Escalator Repair and Maintenance
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ER3387



**ADDENDUM # 1
BID #12-4027
ANNUAL ELEVATOR AND ESCALATOR REPAIR AND MAINTENANCE**

April 10, 2012

The following five (5) pages of additions/changes/deletions shall be made and incorporated in the subject bid document:

REFERENCE: All references to Bid Opening April 13, 2012 at 2:00 PM

DELETE: In their entirety

INSERT: Bid Opening April 16, 2012 at 2:00 PM

NOTICE: A site inspection is scheduled for Wednesday, April 11, 2012 at 1:30 PM at the Facilities Engineering office of the Las Vegas Convention Center.

All bidders are strongly encouraged to attend at this time or coordinate an alternate time. Bidders who chose to not complete a site inspection prior to the bid opening are accepting the equipment as is. No change to pricing will be permitted.

If a site visit is needed for Cashman Center equipment, please contact David Cooper at 702-386-7101 to schedule prior to the bid opening.

REFERENCE: Technical Specifications Pages 25 and 27.

DELETE: In their entirety

INSERT: Technical Specifications Pages 25 and 27 (Revised April 10, 2012)

Specifications have been modified to include the approximate year of installation.

03388 ✓

ER3388

**Bid #12-4027
Annual Elevator and Escalator Repair and Maintenance
Addendum #1**

All other terms and conditions remain unchanged.

NOTE: FAILURE TO SIGN AND SUBMIT THIS ADDENDUM WITH YOUR BID
PACKAGE MAY BE CAUSE FOR REJECTION OF YOUR BID.

Christine Grommons
Christine Grommons
Contracts Coordinator

- c: David Cooper, Director of Facility Operations, Cashman Center
- Robert Jones, Director of Engineering
- Walter Laub, Senior Manager of Engineering
- Penny Marchell, C.P.M., Senior Manager of Purchasing

ACKNOWLEDGED BY:

Val Garfield *Val Garfield/Branch Manager*
CONTRACTOR/BIDDER

Schindler Elevator
COMPANY NAME

4/18/12
DATE OF ACKNOWLEDGMENT

03389 ✓

ER3389



**ADDENDUM # 2
BID #12-4027
ANNUAL ELEVATOR AND ESCALATOR REPAIR AND MAINTENANCE**

April 12, 2012

The following two (2) pages of additions/changes/deletions shall be made and incorporated in the subject bid document:

REFERENCE: All references to Bid Opening Date of April 16, 2012 at 2:00 PM

DELETE: In their entirety

INSERT: Bid Opening Date April 19, 2012 at 10:00 AM

REFERENCE: Clauses Section, Page 11, Paragraph f. Professional Liability
Items underlined have been added or modified

DELETE: In its entirety

INSERT:

- f. Professional Liability: If Provider supplies any engineering or design services, Provider shall obtain and maintain for the duration of this Agreement, professional liability (errors and/or omissions) insurance with limits of no less than \$1,000,000 aggregate, insuring against claims for injuries to persons or loss of or damage to property arising out of the services rendered by Provider, its agents, representatives or employees pursuant to this Agreement. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Authority. Provider's Professional Liability Insurance policy shall be endorsed to recognize specifically Provider's contractual liability to Authority.

03390 ✓

ER3390

**Bid #12-4027
Annual Elevator and Escalator Repair and Maintenance
Addendum #2**

All other terms and conditions remain unchanged.

**NOTE: FAILURE TO SIGN AND SUBMIT THIS ADDENDUM WITH YOUR BID
PACKAGE MAY BE CAUSE FOR REJECTION OF YOUR BID.**

Christine Grommo
Christine Grommo
Contracts Coordinator

- c: David Cooper, Director of Facility Operations, Cashman Center
- Robert Jones, Director of Engineering
- Walter Laub, Senior Manager of Engineering
- Penny Marchell, C.P.M., Senior Manager of Purchasing

ACKNOWLEDGED BY:

Val Garfield Val Garfield/Bench Manager
CONTRACTOR/BIDDER

Schindler Elevator
COMPANY NAME

4/18/12
DATE OF ACKNOWLEDGMENT

03391 ✓

ER3391

CLARK COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM

Ex 32

NOV 15 2011

Approved per staff
recommendation

Issue:	Approval of Contract	Back-up:
Petitioner:	Randall H. Walker, Director of Aviation	Clerk Ref. #
Recommendation:		
<p>That the Board of County Commissioners approve and authorize the Director of Aviation to sign the contract (CBE-662) between Clark County and KONE Inc. (Jeffrey S. Blum, Senior Vice President West) to provide maintenance services for elevators, escalators, and moving walkways at various airport locations in accordance with Nevada Revised Statute 496.090; or take other action as appropriate. (For possible action)</p>		

FISCAL IMPACT:

Fund #: 5201.701	Fund Name: Airport - McCarran Unrestricted Operations
Fund Center: 2200200020	Fund Program/Grant: N/A
Description: Elevator, Escalator, and Moving Walkway Maintenance Services (MIA)	Added Comments: None
Amount: \$4,536,540.00	
Fund #: 5255.875	Fund Name: Car Rental Facility
Fund Center: 2200400080	Fund Program/Grant: N/A
Description: Elevator, Escalator, and Moving Walkway Maintenance Services (CCRF)	Added Comments: None
Amount: \$656,640.00	
Fund #: 5201.703	Fund Name: Airport - Henderson Unrestricted Operations
Fund Center: 2200900020	Fund Program/Grant: N/A
Description: Elevator, Escalator, and Moving Walkway Maintenance Services (HEA)	Added Comments: None
Amount: \$9,900.00	
Fund #: 5201.702	Fund Name: Airport - NLV Unrestricted Operations
Fund Center: 2200900030	Fund Program/Grant: N/A
Description: Elevator, Escalator, and Moving Walkway Maintenance Services (VGT)	Added Comments: None
Amount: \$4,800.00	

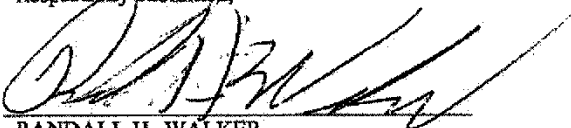
BACKGROUND:

On October 4, 2011, the Board of County Commissioners (BOCC) authorized negotiations and the advertisement of intent to enter into a contract with KONE Inc. to provide maintenance of elevators, escalators, and moving walkways at various Department of Aviation locations. Staff has completed negotiations for these services and is seeking BOCC approval of the negotiated contract.

The initial term of the contract shall be from date of award through June 30, 2012 with six (6) one-year renewal options. The annual contract amount shall not exceed \$5,207,880.00.

The contract has been reviewed and approved as to form by the District Attorney's office. Advertising has been completed in accordance with Nevada Revised Statute 496.090. KONE Inc. ~~NEVADA STATE LABOR COMMISSIONER~~

Respectfully submitted,



RANDALL H. WALKER
Director of Aviation

EXHIBIT *Ex 32*

WITNESS *W. Stanley*

DATE *9/9/13*

Cleared for Agenda

11/15/11 MC
03392
Agenda Item #

ER

ER3392

- D. CONTRACTOR acknowledges that CONTRACTOR and any subcontractors, agents or employees employed by CONTRACTOR shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONTRACTOR or any of its officers, employees or other agents.

- E. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONTRACTOR, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the CONTRACTOR to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONTRACTOR will not produce a work product which violates or infringes on any copyright or patent rights. The CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by CONTRACTOR shall not in any way relieve the CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of its work. OWNER'S review, approval, acceptance, or payment for any of CONTRACTOR'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by CONTRACTOR'S performance or failures to perform under this Contract.
- G. CONTRACTOR shall appoint a Manager who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by CONTRACTOR'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONTRACTOR be unable to complete his or her responsibility for any reason, the CONTRACTOR will replace him or her with a qualified person and notify OWNER of replacement. If CONTRACTOR fails to make a required replacement within thirty (30) days, OWNER may terminate this Contract for default.
- H. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR for OWNER relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by CONTRACTOR to parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER'S representative upon completion or termination of this Contract, whichever comes first. CONTRACTOR shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract.

- I. Drawings and specifications remain the property of the CONTRACTOR. Copies of the drawings and specifications retained by the OWNER may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER'S representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract. CONTRACTOR shall furnish OWNER'S representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. The CONTRACTOR agrees that its officers and employees will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- K. The CONTRACTOR will follow OWNER'S standard procedures as followed by OWNER'S staff in regard to programming changes; testing; change control; and other similar activities.
- L. CONTRACTOR has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the State of Nevada, the OWNER or any other political subdivision of the State of Nevada.
- M. AIRPORT SECURITY
1. Owner Property
For security purposes, Owner property is divided into three (3) categories as follows:
- a. Landside: The non-secure portion of the Airport;
 - b. Airside: The Secured Area/Security Identification Display Area (SIDA); and
 - c. Sterile Areas: The parts of the terminal buildings that require access through a security check point.
- All CONTRACTOR personnel working on Owner property, Landside, Airside or Sterile Areas, must be badged for identification purposes.
2. Federal Regulations
49 Code of Federal Regulation (CFR), Part 1542, Airport Security requires that security of the Secured Area/SIDA at McCarran International Airport be maintained at all times. This regulation has a provision for enforcement by the Transportation Security Administration (TSA), which may assess substantial fines (\$10,000.00 per occurrence) for potential security breaches or security breaches by unauthorized persons and vehicles entering the Secured Area/SIDA on LAS. When working in the Secured Area/SIDA, CONTRACTOR personnel must visibly display at waist level or above on their outermost garment the appropriate McCarran International Airport identification badge at all times.
CONTRACTOR agrees to accept and reimburse Owner for any fines levied on Owner by TSA for any violation of any TSA Security Regulations by CONTRACTOR and its employees or any of CONTRACTOR subcontractors, CONTRACTORS, suppliers and agents and their employees.

CONTRACTOR will reimburse owner for any fines levied for breaches of security due to CONTRACTOR activities or those of any tier subcontractor. Upon award, Owner will determine the type of identification and training CONTRACTOR will be required to obtain. CONTRACTOR acknowledges that McCarran International Airport reserves the right to refuse identification badges to any person with a record of arrests and convictions which in its sole judgment would render that person an unacceptable risk to the security of the Airport.

3. Access to the Airport secured Area/SIDA

Access to the Airport Secured Area/SIDA can be gained by personnel displaying a Maroon or Green badge. Personnel with a Tan badge are only allowed access to and within the McCarran Sterile Areas and Landside/Public Areas. Successful PROPOSER will be allowed access to only those areas necessary to complete the work.

4. Airport Secured Area/SIDA

If a Maroon or green badge holder enters a part of the Airport Secured/SIDA for which access has not been authorized, successful PROPOSER may be subject to a fine as detailed in Section M.2., and personnel may be subject to immediate and permanent removal, to include security identification badge revocation from the Airport by Owner.

5. Landside/Public Work Areas

Successful PROPOSER's personnel with a Tan badge can gain access to Landside/Public or Sterile Area work areas with escort. If a Tan badge holder enters an Airport Secured Area/SIDA, successful PROPOSER may be subject to immediate and permanent removal from the Airport by Owner. Personnel with Tan badges do not have the authority to escort and must be screened through the TSA passenger security checkpoint prior to entering Airport Sterile Areas.

- N. The CONTRACTOR agrees to provide the information on the attached "Disclosure of Ownership/Principals" form **EXHIBIT G** prior to any contract award by the Board of County Commissioners.
- O. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION II RESPONSIBILITY OF OWNER

- A. The OWNER agrees that its officers and employees will cooperate with CONTRACTOR in the performance of services under this Contract and will be available for consultation with CONTRACTOR at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONTRACTOR under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER'S representative, Robert Kingston, Assistant Director of Aviation, Facilities/Maintenance, telephone number (702) 281-5140 or their designee. OWNER'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform CONTRACTOR by written notice before the effective date of each such delegation.
- C. The review comments of OWNER'S representative may be reported in writing as needed to CONTRACTOR. It is understood that OWNER'S representatives review comments do not relieve CONTRACTOR from the responsibility for the professional and technical accuracy of all work delivered under this Contract.

- D. OWNER shall, without charge, furnish to or make available for examination or use by CONTRACTOR as it may request, any data which OWNER has available, including as examples only and not as a limitation:
1. Copies of reports, surveys, records, and other pertinent documents.
 2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.
- CONTRACTOR shall return any original data provided by OWNER.
- E. OWNER shall assist CONTRACTOR in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Contract.
- F. CONTRACTOR will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.

SECTION III SCOPE OF WORK

Services to be performed by the CONTRACTOR for the PROJECT shall consist of the work described in the Scope of Work as set forth in **EXHIBIT A** of this Contract, attached hereto.

SECTION IV CHANGES TO SCOPE OF WORK

- A. The OWNER may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the CONTRACTOR'S cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of the CONTRACTOR for the adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the CONTRACTOR of notification of change unless the OWNER grants a further period of time before the date of final payment under this Contract.
- B. No services for which additional compensation will be charged by the CONTRACTOR shall be furnished without the written authorization of the OWNER.

SECTION V COMPENSATION AND TERMS OF PAYMENT

- A. Payments
1. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER'S representative.
 2. The OWNER'S representative shall notify the CONTRACTOR in writing within fourteen (14) calendar days of any disputed amount included on the invoice.
 3. No penalty will be imposed on OWNER if the OWNER fails to pay CONTRACTOR within thirty (30) calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.

4. In the event that legal action is taken by the OWNER or the CONTRACTOR each party shall bear its own Attorney fees and costs.
5. All payments shall be due within thirty (30) calendar days after receipt of the invoice.
6. OWNER shall subtract from any payment made to CONTRACTOR all damages, costs and expenses caused by CONTRACTOR'S negligence, resulting from or arising out of errors or omissions in CONTRACTOR'S work products, which have not been previously paid to CONTRACTOR.
7. Invoices for all locations shall be submitted to McCarran International Airport c/o Accounts Payable, P.O. Box 11005, Las Vegas, NV 89111-1005. Invoices to be billed to each purchase order separately.

B. OWNER'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit the OWNER'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER'S obligations under it shall be extinguished at the end of the fiscal year in which the BCC fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. OWNER'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in OWNER'S purchase order(s) to the CONTRACTOR.

C. Responsibilities

It is expressly understood that the entire work defined in **EXHIBIT A - SCOPE OF WORK** must be done by the CONTRACTOR and it shall be the CONTRACTOR'S responsibility to ensure that hours and tasks are properly budgeted for the work to be performed under this CONTRACT.

SECTION VI SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by the CONTRACTOR, without prior written approval of OWNER.
- B. Approval by OWNER of CONTRACTOR'S request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of the work. CONTRACTOR shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by CONTRACTOR'S subcontractor or it's sub-subcontractor.
- C. The compensation due under Section V shall not be affected by OWNER'S approval of CONTRACTOR'S request to subcontract.

SECTION VII MISCELLANEOUS PROVISIONS

A. **Suspension**

OWNER may suspend performance by CONTRACTOR under this Contract for such period of time as OWNER, at its sole discretion, may prescribe by providing written notice to CONTRACTOR at least ten (10) working days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay CONTRACTOR its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. CONTRACTOR shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from OWNER to resume performance. In the event OWNER suspends performance by CONTRACTOR for any cause other than the error or omission of the CONTRACTOR, for an aggregate period in excess of thirty (30) days, CONTRACTOR shall be entitled to an equitable adjustment of the compensation payable to CONTRACTOR under this Contract to reimburse CONTRACTOR for additional costs occasioned as a result of such suspension of performance by OWNER based on appropriated funds and approval by the OWNER.

B. **Termination**

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than ten (10) calendar days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part by the OWNER for its convenience; but only after the CONTRACTOR is given:
 - a. not less than ten (10) calendar days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the OWNER prior to termination.
3. If termination for default is effected by the OWNER, the OWNER will pay CONTRACTOR that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONTRACTOR'S default.
4. Upon receipt or delivery by CONTRACTOR of a termination notice, the CONTRACTOR shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER'S representative, copies of all deliverables as provided in Section I.
5. Upon termination, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the CONTRACTOR shall cease conducting business, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the CONTRACTOR assigned to the performance of this Contract.

6. If after termination for failure of the CONTRACTOR to fulfill contractual obligations it is determined that the CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER.
7. The rights and remedies of the OWNER and the CONTRACTOR provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
8. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONTRACTOR'S principals, officers, employees, agents, subcontractors, CONTRACTORs or suppliers are expressly recognized to be within CONTRACTOR'S control.

C. Survivability

The terms and conditions of the RFP regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.

D. Covenant Against Contingent Fees

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

E. Gratuities

1. The OWNER may, by written notice to the CONTRACTOR, terminate this Contract if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the OWNER with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, the OWNER shall be entitled:
 - a. to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of this Contract by the CONTRACTOR; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than three (3) nor more than ten (10) times the costs incurred by the CONTRACTOR in providing any such gratuities to any such officer or employee.

3. The rights and remedies of the OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Insurance

The CONTRACTOR shall obtain and maintain the insurance coverage's required in **EXHIBIT E**; incorporated herein by this reference. The CONTRACTOR shall comply with the terms and conditions set forth in said **EXHIBIT E**, and shall include costs of such insurance coverage's in their prices.

G. Indemnity

The CONTRACTOR does hereby agree, to defend, indemnify, and hold harmless the OWNER and the employee, officers and agents of the OWNER from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney/s fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONTRACTOR or the employees or agents of the CONTRACTOR in the performance of this Contract.

H. Patent Indemnity

CONTRACTOR hereby indemnifies and shall defend and hold harmless OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees, respectively, and 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 the Contract by CONTRACTOR, or out of the processes or actions employed by, or on behalf of CONTRACTOR in connection with the performance of the Contract. CONTRACTOR shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees; provided OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees shall have notified CONTRACTOR upon becoming aware of such claims or actions, and provided further that CONTRACTOR aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.

CONTRACTOR 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 this Contract.

I. Subcontractor Information

The CONTRACTOR shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (**EXHIBIT F**). The information provided in **EXHIBIT F** by the CONTRACTOR is for the OWNER information only.

- J. Audits
The performance of this contract by the CONTRACTOR is subject to review by the OWNER to insure contract compliance. The CONTRACTOR agrees to provide the OWNER any and all information requested that relates to the performance of this contract. All request for information shall be made in writing to the CONTRACTOR. 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 shall be cause for suspension and/or termination of the contract.
- K. Covenant
The CONTRACTOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
- L. Assignment
Any attempt by CONTRACTOR to assign or otherwise transfer any interest in this Contract without the prior written consent of the OWNER shall be void.
- M. Governing Law
Nevada law shall govern the interpretation of this Contract.
- N. Required to Work on State of Nevada Legal Holidays
CONTRACTOR shall work on the State of Nevada Legal Holidays. There are ten (10) legal holidays and (11) when December 31st falls on Friday. However, the Governor of the State of Nevada does have the option to give two (2) other legal holidays. Usually he only allows one more holiday. The firm legal holidays the CONTRACTOR shall work are as follows:
Martin Luther King's Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veteran's Day
Thanksgiving Day and Friday After
Christmas Day
New Years Day
- O. Term of Contract
OWNER agrees to retain CONTRACTOR from date of award through June 30, 2012, with the option to renew for six (6) --one-year periods, subject to the provisions of Sections V and VII herein. During this period, CONTRACTOR agrees to provide services as required by OWNER within the scope of this Contract.

P. Contract Extension

OWNER reserves the option to temporarily extend this CONTRACT up to one hundred eighty (180) calendar days from its expiration date for any reason. CONTRACT pricing in effect shall apply to the CONTRACT extension term.

Q. Confidential Treatment of Information

CONTRACTOR shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

R. ADA Requirements

All work performed or services rendered by CONTRACTOR shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1991 must comply with the Americans with Disabilities Act Accessibility Guidelines.

Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO OWNER: RANDALL H. WALKER, DIRECTOR OF AVIATION
CLARK COUNTY DEPARTMENT OF AVIATION
P.O. BOX 11005
LAS VEGAS, NEVADA 89111-1005
(702) 261-5100
FACSIMILE (702) 597-9553

TO CONTRACTOR: JEFFREY S. BLUM, SENIOR VICE PRESIDENT WEST
KONE INC.
2060 PAMA LANE
LAS VEGAS NV 89119
(702)269-0919
(702)269-0922

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

OWNER:

CLARK COUNTY, NEVADA

By: 

RANDALL H. WALKER
Director of Aviation

CONTRACTOR:

KONE INC.

By: 

JEFFREY S. BLUM
Senior Vice President West

APPROVED AS TO FORM:

DAVID ROGER
District Attorney

By: 

E. LEE THOMSON
Chief Deputy District Attorney

CBE-662
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS (RFP 11-003)
EXHIBIT A
SCOPE OF WORK

PART A – GENERAL

1.0 STATEMENT OF WORK

1.1 This CONTRACT is for operation and maintenance services for the Clark County Department of Aviation's (DOA) Elevators, Escalators, and Moving Walkway equipment. To ensure safe, consistent, and reliable operation, the CONTRACTOR shall furnish all required services including, but not limited to, operational inspections, preventive maintenance, repairs (corrective maintenance) and emergency services as herein described and subject to all of the conditions outlined under the General Conditions of the CONTRACT.

1.2 The OWNER shall begin the contract utilizing the 24/7 Service Option. The OWNER reserves the right to switch to 16/5 Full Service (Option 2 A or 2B) at any time. The OWNER will work with CONTRACTOR to determine revised pricing if such a change in service occurs.

2.0 FACILITIES

2.1 The DOA has Elevators, Escalators and/or Moving Walkways at the following facilities. All elevator, escalator and moving walkways installed in these facilities are part of this CONTRACT.

2.2 For the purposes of this CONTRACT, McCarran International Airport shall consist of the following:

2.2.1 Terminal 1:

- 2.2.1.1 Concourses A, B, C and D;
- 2.2.1.2 Ticketing, Espfanade, Bridge Rotunda and Baggage Claim;
- 2.2.1.3 Gold Garage;
- 2.2.1.4 C Annex;
- 2.2.1.5 Sky Bridge;
- 2.2.1.6 Central Plant;
- 2.2.1.7 Baggage Handling System Nodes 3 and 4.

2.2.2 Terminal 2:

- 2.2.2.1 Ticketing, Baggage Claim, International Arrivals;
- 2.2.2.2 Baggage Handling System Node 6.

2.2.3 Terminal 3 Central Plant.

2.2.4 Terminal 3:

- 2.2.4.1 Ticketing, Baggage Claim, International Arrivals
- 2.2.4.2 Parking Garage

2.2.5 North Las Vegas Airport:

- 2.2.5.1 Terminal Building.
- 2.2.5.2 Vision Building (2704 Airport Dr).

2.2.6 Henderson Executive Airport:

- 2.2.6.1 Terminal Building;
- 2.2.6.2 Tower Building.

2.2.7 McCarran Rental Car Facility:

- 2.2.7.1 Customer Service Building;
- 2.2.7.2 South QTA;
- 2.2.7.3 West QTA;
- 2.2.7.4 North QTA.

3.0 ROLES AND RESPONSIBILITIES

- 3.1 Roles and responsibilities of each entity in regards to the operation, maintenance and service of the elevators, escalators and moving walkways are described as follows:
- 3.1.1 DOA Facilities Division: The DOA Facilities Division, through their designated representative, shall administer this CONTRACT. The DOA Facilities Division, through their designated representative, shall be the primary contact for the CONTRACTOR and shall facilitate all communications between the CONTRACTOR and other DOA Divisions or other stakeholders as identified by the DOA in the future.
 - 3.1.2 DOA Airport Control Center: The DOA Airport Control Center personnel shall receive reports of equipment failures and/or requests for equipment start-up and shall report same directly to the CONTRACTOR'S staff. The DOA Airport Control Center personnel shall enter all requests for service into the DOA's CONTRACT Management reporting software and/or the DOA's internal Maximo-based Work Order System.
 - 3.1.3 CONTRACTOR'S Local Office: The CONTRACTOR'S Local Office shall be responsible for the execution and delivery of this CONTRACT. The Local Office shall respond to requests for proposals and budget pricing when requested only by the DOA Facilities Division, through their designated representative. The Local Office shall provide the DOA Facilities Division with system enhancements and operational improvements.

4.0 CONTRACTOR'S SERVICES AND RESPONSIBILITIES

- 4.1 The CONTRACTOR shall perform all work as necessary and defined within this CONTRACT;
- 4.1.1 CONTRACTOR is responsible for all elements included in their work plan.
 - 4.1.2 Furnish own transportation to and from OWNER'S facility.
 - 4.1.3 Provide all materials and parts for repair at no additional cost to OWNER, except if the item falls under Part A, Section 11.0.
 - 4.1.4 Furnish own tools and equipment to make necessary repairs and adjustments.
 - 4.1.5 Provide necessary labor time to complete repairs, from start of repair to completion of operational unit at no additional cost to the OWNER.
 - 4.1.6 Perform all preventive maintenance as required by the manufacturer of the equipment including but not limited to, periodic inspections, physical servicing (cleaning, lubricating, adjusting, aligning), and operational testing (operation, accuracy, fault detection). At a minimum, the CONTRACTOR shall be responsible for maintaining the units in clean and safe operating condition. All equipment shall be kept to a standard of cleanliness as set by the state inspector and the OWNER. The maintenance routines shall include annual clean downs of all escalators. These clean downs shall include removal of steps, power cleaning of all steps, complete interior clean downs, etc. A schedule of these clean downs shall be submitted upon award of CONTRACT. The CONTRACTOR shall submit the preventive maintenance actions and schedules for each piece of equipment identified in EXHIBIT A for the OWNER'S review and approval.
 - 4.1.7 Perform all corrective and emergency maintenance and repairs.
 - 4.1.8 Clean all elevator pits, hoist ways and the top of all elevator cabs, as needed.
 - 4.1.9 Perform a major cleaning of all escalator steps and moving walkway pallets on a semi-annual basis. A major cleaning of an escalator shall consist of a minimum of the removal of all grease, dirt and debris from horizontal step treads and all vertical risers. A major cleaning of a moving walkway shall consist of a minimum of removal of grease, dirt and debris from the horizontal tread. All walk on plates shall be thoroughly scrubbed and cleaned with each semi-annual cleaning.

4.1.10 A maximum number of equipment failures shall be:

- 4.1.10.1 Elevators: One per unit per every 2 months
- 4.1.10.2 Escalators: One per unit per every month
- 4.1.10.3 Moving Walkways: One per unit per every month.

4.1.11 A penalty of \$1,000.00 per occurrence shall be deducted from the CONTRACTOR'S monthly billing for each failure exceeding the above maximum numbers.

5.0 CONTACT & NOTIFICATION

- 5.1 The CONTRACTOR shall have established an on-site office which will be the primary point of contact. In addition, the CONTRACTOR shall have a local Las Vegas office with office hours during the regular business day to contact their service department, etc. 7:30 a.m. to 4:00 p.m. Monday thru Friday, except after hours, weekends and holidays.
- 5.2 CONTRACTOR shall provide a 24-hour person-to-person service center, with personnel trained to handle vertical transportation service calls. The answering service shall be capable of communicating the problems being reported. Upon receipt of the call, the service shall dispatch a Service Technician within 20 minutes. If after the 20 minute period, the Technician does not respond, a back up or second technician shall be contacted along with the maintenance supervisor. Once the call has been dispatched, but not longer than 30 minutes, the answering service shall be required to inform the OWNER'S designated representative the name of the technician dispatched, the supervisor contacted (if required) and the estimated time that the technician will arrive on the site.
- 5.3 All matters regarding this CONTRACT shall be coordinated with the OWNER'S Designated Representative in the Facilities Division at 261-5621.

6.0 WORK ORDER TRACKING SYSTEM AND REPORTS

- 6.1 The CONTRACTOR shall input and record all maintenance tasks including, but not limited to, preventive, corrective and emergency maintenance tasks and work orders, and shall input and record a comprehensive inventory of spare parts that are purchased under this CONTRACT and are owned by the DOA into the OWNER'S Maximo Work Order System. Upon award of CONTRACT, training will be provided to the CONTRACTOR by OWNER. If additional or new personnel are brought on to complete work assignments or as the service technicians after this initial training period, the CONTRACTOR shall be responsible for training these individuals on the procedures described herein. OWNER will run periodic reports to monitor the performance of the CONTRACTOR for compliance with this CONTRACT and make any necessary payment adjustments. Until this implementation is complete, the CONTRACTOR shall provide monthly reports to OWNER documenting all performance criteria contained herein.

7.0 INSPECTIONS & TESTS

- 7.1 OWNER'S designated representative reserves the right to make inspections and tests whenever necessary to ascertain that the requirements of this CONTRACT are being fulfilled. Deficiencies noted shall be promptly corrected at CONTRACTOR'S expense.
- 7.2 The CONTRACTOR shall ensure that the equipment is maintained in compliance with, and make periodic tests as required by Elevator Codes AMSE/ANSI A17.1, A17.2 and IBC's latest version. The CONTRACTOR shall make adjustments and maintenance inspections of elevators as required by current applicable safety codes. The CONTRACTOR will use best efforts that no "Notices of Violation" will be issued at the time of inspection. The CONTRACTOR shall be required to perform all safety tests and inspections and accompany the "Nevada Department of Industrial Relations, Division of Occupational Safety and Health" at the time of the tests and inspections at no additional cost to the OWNER. A report of tests made shall be submitted to the OWNER within ten (10) calendar days of the test date. A penalty of \$1,000.00 per occurrence shall be deducted from the CONTRACTOR's monthly billing for each failure to provide the required report within the timeline specified.

8.0 COMPLIANCE WITH LAWS

- 8.1 In the performance of this CONTRACT, the CONTRACTOR agrees to abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is performed.

9.0 MODIFICATION COMPLIANCE WITH LAWS

- 9.1 Under this CONTRACT, the CONTRACTOR shall not be required to install new attachments as may be recommended or directed by insurance companies, Federal, State, Municipal, or Governmental Authorities, unless compensation for such installation is authorized by the OWNER.

10.0 PARTS & LUBRICANTS

- 10.1 The CONTRACTOR agrees to provide only genuine parts provided by the original equipment manufacturer for replacement or repair, and to use only those lubricants obtained from or recommended by the original equipment manufacturer of the equipment. Equivalent parts or lubricants may be used if approved by the OWNER in writing. CONTRACTOR shall stock all common parts, including but not limited to, comb plates, tread plates, pushbuttons/lamps, to avoid shipping and associated repair delays. All comb plates shall be yellow to improve visibility to the user.

11.0 EXCLUSION OF CONTRACT REPAIRS

- 11.1 The following repairs are excluded from this CONTRACT:
- 11.1.1 Repairs as a result of vandalism. Vandalism is defined for the purposes of this CONTRACT as the willful and deliberate destruction of equipment. Vandalism does not include repairs such as but not limited to incidental comb teeth replacement, push button replacement and/or minor door re-adjustment due to the normal day to day operation of the airport.
 - 11.1.2 Repair or replacement of building items such as hoist way, hoist way entrance frames, doors and sills, machine room walls or floors, signal fixture face plates, underground hydraulic piping and buried jack cylinders.
 - 11.1.3 Mainline and auxiliary, disconnect switches, fuses and feeders to control panels.
 - 11.1.4 Lamps for machine room illumination.

12.0 QUALIFIED SERVICE TECHNICIANS

- 12.1 Service Technicians assigned to this CONTRACT shall be skilled and experienced in the service, maintenance and testing of elevators, escalators and moving walkways and shall be directly employed and supervised by the CONTRACTOR.
- 12.2 CONTRACTOR shall provide resumes of Service Technicians to be assigned to perform the maintenance with a minimum of eight (8) years of experience in the elevator and escalator industry. Only the submitted qualified resumes of the CONTRACTOR'S employees shall be allowed to work under this CONTRACT. These resumes must be accompanied with the RFP. If a new hire is to be assigned to the Airport, at any time after award of CONTRACT, the CONTRACTOR must obtain prior authorization from the OWNER.
- 12.3 Unauthorized Service Technicians working under this CONTRACT will be considered in breach-of-CONTRACT. Should this be discovered, the OWNER shall receive a credit. The credit will be calculated as follows: Using the unit cost of the maintenance CONTRACT and the number of days the unauthorized individual was working on site, will be the total amount of the credit due the OWNER. A minimum charge of 3 days cost of the maintenance CONTRACT shall be applied and the Service Technician escorted off the Airport facility with the immediate replacement of the OWNER approved and authorized Service Technician.
- 12.4 The CONTRACTOR'S designated preventive maintenance team shall not be replaced or reassigned without the approval of the OWNER.

13.0 CONTRACTOR'S REPRESENTATIVE

- 13.1 The CONTRACTOR shall appoint one full-time Mechanic In Charge to interface with the OWNER'S designated representative. The Mechanic In Charge shall be on site during normal business hours (7:00 a.m. – 4:00 p.m.) Monday through Friday and have the authority to assign maintenance tasks to the other technicians. The Mechanic In Charge shall also be responsible for meeting with the OWNER'S designated representative on a pre-determined schedule. This meeting will be approximately 1 to 2 hours long and during the meeting, items including but not limited to callbacks, problem areas, review of maintenance procedures accomplished, maintenance procedures planned, identification of units which will be removed from service for repairs or for standard maintenance procedures, etc. will be reviewed and discussed.

14.0 CHECK CHARTS

- 14.1 The CONTRACTOR shall provide and maintain a Check Chart, which outlines operations of preventive maintenance. Check Charts shall be documented with the following information.
- 14.1.1 All Service Technicians shall hand write, print and initial their name.
- 14.1.2 A Check Chart with boxes is recommended for quick sign-off, the chart shall outline continuous service, with dates and initials of Service Technician.
- 14.1.3 The OWNER may require that Check Charts be incorporated into the OWNER'S Maximo Work Order System and treated as scheduled Preventive Maintenance Work Orders.

15.0 SUPPLIES

- 15.1 CONTRACTOR shall maintain a supply of contacts, coils, leads, generator brushes, lubricants, wiping cloths and other minor parts that shall be stored in a lockable cabinet in each machine room.

16.0 PRORATION

- 16.1 No proration of any equipment shall be allowed under the terms of this CONTRACT. If CONTRACTOR believes that any component of the equipment requires or will require repair during the term of the CONTRACT, CONTRACTOR shall include the cost of that repair or replacement under the terms of this CONTRACT.

17.0 LAWS & REGULATIONS

- 17.1 This CONTRACT shall be interpreted in accordance with the laws of the State of Nevada. The CONTRACTOR shall comply with ASME/ANSI A17.1, A17.2 and IBC's latest editions and supplements per the requirements of the National Elevator, Escalator and Moving Walk-Way Industry.

NOTE:

This CONTRACT shall pertain and conform to existing laws, codes, and regulations at the time of the RFP Opening. Should there be changes during the period of the CONTRACT or at the renewal option, the CONTRACTOR shall comply and abide by the new changes. Compensation to the CONTRACTOR may be adjusted to reflect the actual impact on costs.

18.0 ADDITION AND/OR DELETION OF EQUIPMENT

- 18.1 New Equipment similar to the types outlined on **EXHIBIT B**, pursuant to other construction CONTRACTS, may be added to this maintenance CONTRACT upon expiration of warranties contained in that construction CONTRACT. Compensation for any units added to the CONTRACT shall reflect pricing commensurate with the per unit pricing under CONTRACT.
- 18.2 Existing Equipment identified on **EXHIBIT B** may be taken out of service by the OWNER for an extended period of time for any reason such as closing wings or entire buildings. Compensation for any units taken out of service shall be deducted from the CONTRACT as agreed to by both parties and pursuant to the level of maintenance performed while the units are out of service.

19.0 STATE INSPECTORS REPORT

- 19.1 A Nevada State Inspector may visit the Airport and cite corrective actions; the OWNER will forward a copy of the report to the CONTRACTOR for immediate action to be completed within the time frames noted on the State Inspector report and if time frames for compliance are not indicated the items will be completed within thirty working days. The CONTRACTOR shall pay for all expedited freight charges, except for modifications regarding new laws. For each day after 30 days, the CONTRACTOR shall be assessed a \$1,000.00 per day non-performance penalty.

20.0 DELIVERY AND PROPOSER RELEASE

- 20.1 The CONTRACTOR shall be excused from performance hereunder, during the time and to the extent the CONTRACTOR is prevented from obtaining, delivering, or performing in the customary manner, by acts of God, fire, loss or lockout or commandeering of raw materials, products, plants or facilities due to restrictions imposed by the Government.

21.0 UNIFORMS

- 21.1 All Service Technicians shall be required to wear distinctive uniforms with the CONTRACTOR'S logo/patch. These uniforms must be identical in style and color for security measures. Uniforms shall be clean, neat, and present a positive professional image to the OWNER and the public.

22.0 KEYS

- 22.1 The CONTRACTOR shall be fully responsible for the protection of the keys furnished and shall be responsible to see that the building is properly locked upon completion of work (if such action is directed by the OWNER). Should the keys allotted to the CONTRACTOR become lost or stolen, OWNER reserves the right to have corresponding locks re-keyed, and a sufficient amount of keys reissued at the CONTRACTOR'S expense.

23.0 PERFORMANCE GUARANTEE

- 23.1 Any unit out of service without the OWNER'S approval for more than 72 hours, beginning at the time the unit is reported to the CONTRACTOR as out of service, shall be assessed \$1,000 a day non-performance penalty until the unit is operational. The OWNER shall receive credit on the next monthly billing. A written request stating the reason for additional time must be submitted to the OWNER before the 3rd working day. If the requested additional time is justified and approved by the OWNER the CONTRACTOR will not be penalized for non-performance, but shall credit the OWNER for each day (partial days count as a full day) the equipment is out of service.
- 23.2 Breakdowns and shutdowns shall not keep the respective unit out of service longer than 72 consecutive hours. This includes locating the trouble, procurement of parts, installation of these parts and placing the respective unit back into safe, uninterrupted operation. The CONTRACTOR must be equipped to meet the above conditions. The excuse of not being able to obtain parts, necessary technical and engineering advice, etc., will not be acceptable, and CONTRACTOR will be considered in default, giving sufficient justification to the OWNER to obtain these services from CONTRACTORS who can provide the OWNER with uninterrupted service. If a unit is shut down for more than 72 continuous hours, the monthly unit price for that unit (included in Base Compensation) shall be waived for the period the unit is out of service. The foregoing waiver is not a limitation upon any damage claim which OWNER may have resulting from the shutdown.
- 23.3 Shutdowns for emergency minor adjustment call-backs shall be minimized. Vertical shutdown frequency shall be maintained at:
- 23.3.1 Elevators: Not to exceed five (5) per year.
 - 23.3.2 Escalators: Not to exceed six (6) per year.
 - 23.3.3 Moving Walkways: Not to exceed six (6) per year.

24.0 REPAIR IN PROGRESS

24.1 The CONTRACTOR will provide an "Out-of-Service" sign. CONTRACTOR agrees to maintain the work area in a clean and orderly condition without hindering the work performance. Upon completion of work, CONTRACTOR will repair and/or clean the area that has been damaged or soiled by work performed.

25.0 NEW EQUIPMENT

25.1 New equipment purchased by OWNER may be installed and maintained by CONTRACTOR. Should CONTRACTOR be asked to install and maintain new equipment, CONTRACTOR will assume full responsibility for proper installation and maintenance as not to invalidate any warranties.

26.0 SYSTEM MONITORING

26.1 The OWNER is in the process of procuring a monitoring system to monitor the status of all equipment identified on EXHIBIT A for dispatch and maintenance performance tracking purposes. The CONTRACTOR will have the capability of interfacing with the new monitoring systems as chosen by the OWNER. Any interface, additional software, hook up costs, etc. are not to be included in the CONTRACT price.

27.0 FEE PROPOSAL

27.1 The CONTRACTOR shall provide a fee proposal on the attached Cost Proposal form (EXHIBIT D). The OWNER reserves the right to choose options based on equipment type.

28.0 BASE COMPENSATION

28.1 Initial monthly Base Compensation pursuant to the terms of the CONTRACT shall be the sum of the monthly unit prices set forth in the final negotiated Cost Proposal (EXHIBIT D). Base Compensation (i.e., the monthly unit price) shall be subject to annual review and adjustment by CONTRACTOR as of the first anniversary of the commencement date of the CONTRACT and yearly thereafter, taking into consideration the percentage amounts identified in paragraphs 28.2 and 28.3 below. Any increase in the monthly Base Compensation may be up to, but shall not exceed, five percent (5%) of the aggregate prior Base Compensation for any one (1) year period. CONTRACTOR must provide proof of these increases and show how such increases were calculated pursuant to paragraphs 28.2 and 28.3 below at least sixty (60) days prior to the anniversary date of the CONTRACT in order to justify any increase in monthly Base Compensation. If CONTRACTOR fails to timely notify and/or provide the proper documentation to OWNER in writing via certified mail with attached proof of adjustments, then OWNER is not required to make any such adjustment to the then current monthly Base Compensation and the then existing Base Compensation shall continue until the next anniversary adjustment. Price increases shall not be retroactive.

28.2 Eighty percent (80%) of monthly Base Compensation shall be adjusted to reflect increases or decreases in labor costs based on the then-current straight-time hourly rate, including fringe benefits, for International Union of Elevator Constructors (IUEC) for Elevator Mechanics in the area in which the Equipment covered by the CONTRACT is located. The initial current straight-time hourly rate, including fringe benefits, is as set forth on the Cost Proposal (EXHIBIT D).

28.2.1 The term "fringe benefits" means employee benefits granted in addition to direct hourly rate, and include but are not limited to accruals for pensions, vacations, paid holidays, group life, and group health insurance. Fringe benefits shall not include any direct or indirect costs based on labor.

28.3 The remaining twenty percent (20%) shall be adjusted to reflect increases or decreases in material costs based on the Producer Price Index for Wholesale Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. The initial materials base rate is as set forth on the Cost Proposal (EXHIBIT D).

28.4 OWNER has the right to deny any annual increase to monthly Base Compensation due to CONTRACTOR'S failure to perform the work required by the terms of the CONTRACT, if for any reason OWNER exercises its rights to an inspection and finds CONTRACTOR deficient in performance of its services required under the CONTRACT.

- 28.5 Base Compensation for any particular calendar month included in the Term shall be prorated based upon the number of days in such month and the number of days in such month included in the Term.
- 28.6 No increase shall be allowed earlier than 365 calendar days from the date of CONTRACT award, including 30 calendar days advance written notification.

29.0 EXTRA SERVICES

- 29.1 If Extra Services are required under the CONTRACT and OWNER has authorized such work in advance with a written purchase order, the hourly rates as set forth on the Cost Proposal form (EXHIBIT D) shall apply. CONTRACTOR may adjust these rates in accordance with paragraph 28.2 above only.
- 29.2 No overtime-payable hours will be allowed unless such hours are authorized by OWNER in advance and with a written purchase order issued for such additional work. Otherwise, OWNER is not liable for such overtime payment and will only pay CONTRACTOR at the current straight-time hourly rate.
- 29.3 The cost of all Extra Services performed outside the regular monthly services must be estimated in writing; otherwise, OWNER is not liable for such payment. All estimates shall be submitted in detail, including but not limited to a list of all materials to be supplied and all labor hours required to successfully perform the Extra Services requested.
- 29.4 When, as a result of examination or testing of the Equipment, CONTRACTOR identifies corrective action that is required, CONTRACTOR shall proceed expeditiously to make required repairs, replacements, and adjustments. If CONTRACTOR believes such work is not CONTRACTOR'S responsibility, a written report signed by CONTRACTOR shall be delivered to OWNER within 24 hours for further action. However, in the event of a safety situation or potential safety situation, CONTRACTOR shall expeditiously correct the problem and the issue of whether the correction was Extra Services requiring additional compensation will be resolved after the correction is made.

30.0 PERFORMANCE CRITERIA

- 30.1 The CONTRACTOR is responsible for performing CONTRACT in accordance with performance standards in the attached EXHIBITS B and C.
- 30.2 Equipment Performance Requirements: All Equipment maintained by CONTRACTOR shall be maintained in accordance with the RFP Document and the following standards:
- 30.3 General Performance – Elevators:
 - 30.3.1 Floor-to-floor times for elevators 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 doors are 3/4 open.
 - 30.3.2 Door opening times are measured from start of car door open until doors are 1" from the fully open position.
 - 30.3.3 Door closing force is measured at rest with the doors between 1/3 and 2/3 closed.
 - 30.3.4 Stopping accuracy shall be measured under all load conditions.
 - 30.3.5 Variance from rated speed, regardless of load, shall not exceed 3%.
 - 30.3.6 To maintain a comfortable ride, CONTRACTOR shall maintain vertical alignment of guide rails to a tolerance of 1/16" in 100'.
 - 30.3.7 In accomplishing the above requirements, CONTRACTOR shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

- 30.4 Noise and Vibration Control – Elevators:
 - 30.4.1 Elevators shall be maintained and adjusted to meet original manufacturer's performance requirements within the following parameters:
 - 30.4.2 Acceleration and deceleration shall be constant and not exceed 5 feet/second/second with an initial ramp between 0.5 and 0.75 seconds.
 - 30.4.3 Sustained jerk shall not exceed 8 feet/second/second.
 - 30.4.4 Measured noise levels in a moving car outside the leveling zone shall not exceed 60 dba under any condition including ventilation fan on highest speed.
- 30.5 Escalator and Moving Walk Ride Quality:
 - 30.5.1 Horizontal acceleration during all riding conditions shall not exceed 10 mg peak to peak in the 1 – 10 range. Measurement ISO804.
 - 30.5.2 Deceleration shall be constant and not exceed 3 feet/second/second in the down direction under any load condition including brake rated load.
 - 30.5.3 Escalator measured noise levels in the upper and lower return and/or machine areas shall not exceed 60 dba under any condition. There shall be no discernible sound in the escalator from the machine, track system, chains, handrail drive, newel ends, or step/pallet assembly unless it is mutually determined by CONTRACTOR and OWNER that such sounds are attributable to the design of the Equipment.
- 30.6 Changes in Requirements:
 - 30.6.1 In the event that any performance requirements are changed pursuant to any provision of the CONTRACT, such performance requirements shall replace those set forth under this Part III.
- 30.7 Performance Measures:
 - 30.7.1 Uptime Percentage requirement. (See Section 3.0, page 23)
 - 30.7.2 Notification of Planned outages time requirement. (See Section 23.0, page 18)
 - 30.7.3 State of Inspection Report Response requirement. (See Section 19.1, page 18)
 - 30.7.4 Periodic Performance Report requirement. (See Section 7.0, page 15)

31.0 MINIMUM SERVICE HOURS

- 31.1 The CONTRACTOR will be responsible for providing a minimum of 750 maintenance hours a month. This will be divided between elevators and escalators as follows:
 - 31.1.1 Unit groups and hourly requirements are:
 - 31.1.1.1 Elevators: There will be 288 mechanic hours.
 - 31.1.1.2 Escalators: There will be 293 crew hours per month.
 - 31.1.1.3 Moving Walkways: There will be 169 crew hours per month.
- 31.2 These are to be mutually exclusive hours. Separate mechanics and/or crews will be assigned to each of the different types of units. Under no condition will the mechanic responsible for elevators be given responsibility of maintenance on the escalator or moving walkways and vice versa. The CONTRACTOR will assign three (3) separate technicians and/or crews for each of these units groups for McCarran International Airport only. Only one (1) technician and/or crew will be needed for each of the following locations: Henderson Executive Airport, North Las Vegas Airport and McCarran Rent-A-Car Center.

32.0 PREVENTIVE MAINTENANCE TEAM

- 32.1 Separate crews will be required. The CONTRACTOR shall also furnish additional preventive maintenance teams as required by the general conditions outlined in section A and supplementary response call staff when needed for extensive repairs.
- 32.2 The maintenance crews or mechanics which are assigned to each group (elevators, escalators, moving walkways) will be mutually exclusive; for example a crew assigned to escalators will not be assigned to moving walkways or elevators. The function of the stand by mechanic will be to respond to all trouble calls. Under no condition will the crews or mechanics which are assigned to perform maintenance, be permitted to respond to trouble calls unless it is a life safety situation or an entrapment. The stand by mechanic will be allowed to assist in the performance of maintenance during the hours they are on site.

33.0 RESPONSE TO TROUBLE CALLS

- 33.1 Response to calls for service shall not exceed 30 minutes for the McCarran Facility and 1 hour for the outlying Airports (i.e. North Las Vegas/Henderson Executive) unless other wise approved by the OWNER due to concurrent repair requests. A penalty of \$750 for each 30 minutes of delay, and the minimum charge shall be \$750, may be deducted from the monthly invoice for response times in excess of the times stated above. Each 30 minute period or any portion thereof, will be subjected to the \$750 charge.
- 33.2 OWNER will not be invoiced for any additional cost of any kind without prior approval. In the event a repair takes over 72 hours to repair, the CONTRACTOR shall assign another team to do the repair at no additional cost to the OWNER. Should the CONTRACTOR believe there are some repairs which may take more than the 72 hours allotted, the specific repairs should be identified with the RFP submitted.
- 33.3 Service Technicians shall contact the Control Center at 261-5125 upon arrival and when leaving the airport facility. The importance of notifying Control Center upon arrival is to let the OWNER know of their presence. Without this information the OWNER shall consider the Service Technician has not arrived, and the OWNER will call another repair facility after One (1) hour. Should the Repair Technician fail to contact the Control Center and service is sought from another maintenance CONTRACTOR, and the contracted Repair Technician is on site, the CONTRACTOR shall be billed for the trip charge and any other associated fees incurred. This cost shall be deducted from the monthly invoice.

34.0 NEW TERMINAL 3 BUILDING AND PARKING GARAGE EQUIPMENT

- 34.1 The new Terminal 3 facility which includes a terminal building and a parking garage is currently under construction. The vertical transportation equipment contained therein will be placed into service during the course of this CONTRACT. EXHIBITS B, C and D includes tables that itemize the new equipment.
- 34.2 The parking garage is scheduled to be completed on April 25, 2011. The terminal building (T3) is anticipated to be completed approximately January 2012.
- 34.3 The project contractor responsible for installing the elevators, escalators and moving walkways in these facilities is required to provide a complete warranty and maintenance service on all equipment for a period of one (1) year after the OWNER'S acceptance of the buildings. The one (1) year warranty and maintenance period is:
 - 34.3.1 Parking Garage: April 25, 2011 through April 24, 2012.
 - 34.3.2 Terminal Building (T3): January 2012 through January 2013 (based on anticipated completion date above – subject to change).
- 34.4 Upon completion of the one (1) year warranty and maintenance period at these facilities, maintenance of the elevators, escalators and moving walkways may be incorporated into this CONTRACT. The cost required in EXHIBIT D, COST PROPOSAL, for the equipment listed (new Terminal 3 and Parking Garage) shall reflect the cost per month based on the dates the warranty expires.

PART B - 24/7 FULL SERVICE

1.0 INTENT

- 1.1 This option is for full 24 hour 7 day a week onsite coverage for the equipment outlined in **EXHIBIT B**. All conditions outlined in Part A – General apply in addition to the special conditions outlined in this section for this option.

2.0 MAINTENANCE COVERAGE

- 2.1 This option includes all parts, labor and delivery charges. The CONTRACTOR shall be required to have on-site the labor as defined in the chart above. Further, there will be coverage for maintenance and for response calls every day of the year, 24 hours a day.
- 2.2 The stand-by mechanic shall be on duty as prescribed above to immediately respond to response calls and not be involved with preventive maintenance or repair work that would preclude more than a ten (10) minute response time.
- 2.3 The CONTRACTOR shall furnish preventive maintenance teams as required by the general conditions outlined in **EXHIBIT A** and supplementary response call staff when needed for extensive repairs.
- 2.4 Additional preventive maintenance teams shall be added to complete the maintenance tasks, repairs, etc. as required at no additional cost to OWNER.

3.0 CREDITS FOR EQUIPMENT AVAILABILITY (UPTIME PERCENTAGE REQUIREMENT)

For any month of this contract that Elevators, Escalators and Moving Walkways do not achieve equipment availability (EA) of at least 99.65%, as defined below, a payment factor will be applied to the CONTRACTOR's total invoice amount for that month as follows:

<u>EQUIPMENT AVAILABILITY (%)</u>	<u>PAYMENT FACTOR</u>
99.65 – 100.00	1.000
99.55 – 99.64	0.991
99.45 – 99.54	0.981
99.35 – 99.44	0.971
99.25 – 99.34	0.961
99.15 – 99.24	0.949
99.05 – 99.14	0.937
99.00 – 99.04	0.930
98.95 – 98.99	0.916
98.85 – 98.94	0.892
98.75 – 98.84	0.870
98.65 – 98.74	0.850
98.55 – 98.64	0.832
98.45 – 98.54	0.816
98.35 – 98.44	0.807
98.25 – 98.34	0.786
98.06 – 98.24	0.773
98.05 or lower	0.761

For any period of 3 consecutive months, during this maintenance contract that a minimum EA of 99.65% is not met and/or a trend shows it will not be met, the CONTRACTOR will, at its expense, promptly undertake design reviews and a review of preventive maintenance procedures and propose a plan to correct within one month the default or potential default.

3.1 SERVICE DEPENDABILITY

Service dependability is the measure of the elevator, escalator, and moving walkway's effectiveness in providing operational equipment in a timely manner and in transporting patrons to their destinations with minimal delays. The approach outlined herein does not attempt to quantify dependability by means of a single number, but rather to indicate dependability through two (2) readily measurable quantities. These quantiles are downtime and equipment availability.

3.2 DOWNTIME EVENT

A downtime event is defined as one or more equipment related problems which cause an unscheduled stoppage of one or more pieces of equipment. Downtime resulting from causes listed as exclusions in Section 3.6 will not be counted as downtime events.

3.3 DOWNTIME AND DOWNTIME LIMITS

Downtime is the accumulated time (in minutes) of all downtime events as defined in Section 3.2. Downtime for an event shall include all time from when the equipment is not operational and the CONTRACTOR'S maintenance staff has been notified of the event, until the equipment is operational once again. Downtime shall be accumulated in total for all pieces of equipment.

3.4 EQUIPMENT AVAILABILITY AND EQUIPMENT HISTORY

Performance reports of equipment availability and equipment history will be made available to the OWNER immediately upon request.

3.5 EQUIPMENT AVAILABILITY (EA)

This is the actual time (in minutes) in which the equipment provides normal service and is equal to the number of scheduled operating minutes less the total downtime resulting from downtime events. Availability will be calculated in total for all pieces of equipment.

Equipment availability is measured by the relationship:

$$EA = \frac{\text{equipment operating time}}{\text{equipment scheduled operating time}}$$

Equipment availability will be the total availability of all pieces of equipment.

3.6 EXCLUSIONS

The following are considered exclusions for the purpose of determining downtime and equipment availability:

- Scheduled maintenance.
- Willful passenger-induced equipment interruptions.
- Interruptions caused by unauthorized intrusions of persons or animate or inanimate objects.
- Acts of vandalism causing equipment service interruptions.

RFP NO. 11-003
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT B

EQUIPMENT AND LOCATIONS – ELEVATORS (MCCARRAN)								
* Preventive Maintenance on this unit shall be performed only between the hours of 1:00 a.m. – 5:30 a.m., Monday through Friday.								
No.	Elevator Designation	Old ID	Location	Capacity	# of Stops	Manufacturer	Style	Equip. Type
1	T1-NC-EL1	A-1	Terminal 1, A Concourse	3000	2	MCE	Micro P	HP
2	T1-CB4-EL1	A-2	Terminal 1, Cluster Bldg. 4	4000	2	KONE	Mono	TP
3	T1-SC-EL1	B-2	Terminal 1, B Concourse	3000	2	KONE	HS	HP
4	T1-SC-EL2	B-1	Terminal 1, B Concourse	2000	2	MCE	Micro P	HP
5	T1-S1-EL1	C-1	Terminal 1, C Concourse	4500	2	Montgomery	MIProm	HF
6	T1-S1-EL2	C-2	Terminal 1, C Concourse	4000	2	Montgomery	MIProm	HP
7	T1-S1-EL3	C-3	Terminal 1, C Concourse	3500	2	Montgomery	MIProm	HP
8	T1-S1-EL4	C-4	Terminal 1, C Concourse	3500	2	Montgomery	MIProm	HP
9	T1-S1-EL5	C-5	Terminal 1, C Concourse	3500	2	Montgomery	MIProm	HP
10	T1-S1-EL6	C-6	Terminal 1, C Concourse	3500	2	Montgomery	MIProm	HP
11	T1-BR-EL1	CT-3	Terminal 1, Bridge Rotunda	6000	2	MCE	Micro P	HP
12	T1-BR-EL2	CT-1	Terminal 1, Bridge Rotunda	2500	2	Dover	DMC	HP
13	T1-BR-EL3	CT-2	Terminal 1, Bridge Rotunda	4300	2	MCE	Micro P	HP
14	T1-TBN-EL1	CT-4	Terminal 1, Ticketing North	2500	2	Dover	DMC	HP
15	T1-TBS-EL1	CT-5	Terminal 1, Ticketing South	2500	2	Reliable	Relay	HP
16	T1-TBC-EL1	CT-6	Terminal 1, Esplanade	4500	2	MCE	Holeless	HP
17	T1-TBC-EL2	CT-9	Terminal 1, Esplanade	4500	6	KONE/Dover	Resolve 20	TP
18	T1-TBC-EL3	CT-8	Terminal 1, Esplanade	4500	6	MCE	Holeless	HP
19	T1-TBC-EL4	CT-7	Terminal 1, Esplanade	4500	2	KONE/Dover	Resolve 20	TP
20	T1-TBC-EL5	CT-10	Terminal 1, Esplanade	3000	7	Thyssen	Tac-50	TP
21	T1-BCN-EL1	CT-15	Terminal 1, Bag Claim North	7000	5	Dover	Relay Logic	HP
22	T1-BCN-EL2	CT-11	Terminal 1, Bag Claim North	7000	4	Dover	Relay Logic	HP
23	T1-BCC-EL1	CT-12	Terminal 1, Bag Claim Center	4500	6	KONE/Dover	Resolve 20	TP
24	T1-BCC-EL2	CT-13	Terminal 1, Bag Claim Center	4500	6	KONE/Dover	Resolve 20	TP
25	T1-BCC-EL3	CT-17	Terminal 1, Bag Claim Center	4500	7	KONE/Dover	Resolve 20	TP
26	T1-BCC-EL4	CT-16	Terminal 1, Bag Claim Center	4500	7	KONE/Dover	Resolve 20	TP
27	T1-BCC-EL5	CT-22	Terminal 1, Bag Claim Center	3500	7	Thyssen	Tac-50	TP
28	T1-BCC-EL6	CT-23	Terminal 1, Bag Claim Center	3500	7	Thyssen	Tac-50	TP
29	T1-BCC-EL7	CT-24	Terminal 1, Bag Claim Center	3500	7	Thyssen	Tac-50	TP
30	T1-BCS-EL1	CT-18	Terminal 1, Bag Claim South	7000	4	Dover	Relay Logic	HP
31	T1-BCS-EL2	CT-19	Terminal 1, Bag Claim South	2500	2	Montgomery	MIProm	HP
32	T1-BCS-EL3	CT-21	Terminal 1, Bag Claim South	12000	2	Dover	Relay Logic	HF
33	T1-BCS-EL4	CT-20	Terminal 1, Bag Claim South	3000	2	Dover	Relay Logic	HP
34	T1-BCS-EL5	CT-14	Terminal 1, Bag Claim South	7000	4	Dover	Relay Logic	HP
35	S2-RA-EL1	D-4	Terminal 1, D Concourse GH	5500	3	MCE	Traction	TP
36	S2-RA-EL2	D-2	Terminal 1, D Concourse GH	6000	2	MCE	Hydro	HP
37	S2-RA-EL3	D-1	Terminal 1, D Concourse GH	6000	2	MCE	Hydro	HP
38	S2-RA-EL4	D-3	Terminal 1, D Concourse GH	10000	4	MCE	Hydro	HF
39	S2-RA-EL5	D-5	Terminal 1, D Concourse GH	3500	2	MCE	Hydro	HF
40	S2-RA-EL6	D-6	Terminal 1, D Concourse GH	3500	2	MCE	Hydro	HP
41	S2-ERC-EL1	D-7	Terminal 1, D Concourse ERC	3500	4	Thyssen	Tac-50	TP
42	S2-SE-EL1	DSE-1	Terminal 1, D Concourse SE	3500	2	MCE	Hydro	HP
43	S2-SE-EL2	DSE-2	Terminal 1, D Concourse SE	3500	2	MCE	Hydro	HP
44	S2-SE-EL3	DSE-3	Terminal 1, D Concourse SE	3500	2	MCE	Hydro	HP
45	S2-SW-EL1	DSW-1	Terminal 1, D Concourse SW	3500	2	MCE	Hydro	HP
46	S2-SW-EL2	DSW-2	Terminal 1, D Concourse SW	3500	3	MCE	Hydro	HP
47	S2-SW-EL3	DSW-3	Terminal 1, D Concourse SW	3500	3	MCE	Hydro	HP
48	S2-NE-EL1	DNE-3	Terminal 1, D Concourse NE	3500	2	Thyssen	Tac-20	HP
49	S2-NE-EL2	DNE-1	Terminal 1, D Concourse NE	3500	2	Thyssen	Tac-20	HP
50	S2-NE-EL3	DNE-2	Terminal 1, D Concourse NE	3500	2	Thyssen	Tac-20	HP
51	S2-NW-EL1	DNW-1	Terminal 1, D Concourse NW	3500	2	MCE	Hydro	HP
52	S2-NW-EL2	DNW-2	Terminal 1, D Concourse NW	3500	2	MCE	Hydro	HP
53	S2-NW-EL3	DNW-3	Terminal 1, D Concourse NW	3500	2	MCE	Hydro	HP

**CBE-662
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT B**

EQUIPMENT AND LOCATIONS – ELEVATORS (MCCARRAN) (CONTINUED)

* Preventive Maintenance on this unit shall be performed only between the hours of 1:00 a.m. – 5:30 a.m., Monday through Friday.

No.	Elevator Designation	Old ID	Location	Capacity	# of Stops	Manufacturer	Style	Equip. Type
54	S2-NW-EL14	DNW-4	Terminal 1, D Concourse NW	3500	2	MCE	Hydro	HP
55	T1-PK-GLD-EL11 *	G-2	Terminal 1, Gold Garage	5000	9	MCE	System 12	TP
56	T1-PK-GLD-EL12 *	G-1	Terminal 1, Gold Garage	5000	9	MCE	System 12	TP
57	T1-PK-GLD-EL13 *	G-4	Terminal 1, Gold Garage	5000	9	MCE	System 12	TP
58	T1-PK-GLD-EL14 *	G-5	Terminal 1, Gold Garage	5000	9	MCE	System 12	TP
59	T2-IAB-EL11	CIT-1	Terminal 2	2500	2	MCE	Hydro	HP
60	T2-CIT-EL11	CIT-5	Terminal 2	4500	2	SURGE	Relay Logic	HF
61	T2-CIT-EL12	CIT-4	Terminal 2	3500	2	SURGE	Relay Logic	HP
62	T2-CIT-EL13	CIT-3	Terminal 2	2500	2	MCE	Hydro	HP
63	T2-CIT-EL14	CIT-2	Terminal 2	4000	2	MCE	Hydro	HP
64	T1-CAX-EL11	CAX-1	Terminal 1, C Annex	4000	2	MCE	Micro P	HP
65	T1-SKY-EL11	CAX-2	Terminal 1, Sky Bridge	5500	2	MCE	Micro P	HP
66	T1-SKY-EL12	CAX-3	Terminal 1, Sky Bridge	5500	2	MCE	Micro P	HP
67	T1-CP-EL11	HR-1	Terminal 1, Central Plant	2100	2	Dover	Relay Logic	HP
68	5750MASON-EL11	CUP-1	Terminal 3, Central Plant	3500	2	MCE	Hydro	HP
69	T1-BHS-N3-EL11	N3-1	Terminal 1, BHS Node 3	4500	2	Otis	211	HP
70	T1-BHS-N4-EL11	N4-1	Terminal 1, BHS Node 4	4500	2	Otis	211	HP
71	T2-BHS-N6-EL11	CIT-6	Terminal 2, BHS Node 6	4500	2	Otis	211	HP

EQUIPMENT AND LOCATIONS – ELEVATORS (NORTH LAS VEGAS AIRPORT)

No.	Elevator Designation	Old ID	Location	Capacity	# of Stops	Manufacturer	Style	Equip. Type
1	2730-EL11	HP-1	North Las Vegas Terminal	2500	2	Dover	DMC	HP
2	Vertical Platform Lift	None	Vision Building – North Las Vegas (2704 Airport Dr)	750	1	Porch Lift	None	None

EQUIPMENT AND LOCATIONS – ELEVATORS (HENDERSON EXECUTIVE AIRPORT)

No.	Elevator Designation	Old ID	Location	Capacity	# of Stops	Manufacturer	Style	Equip. Type
1	HEA-EL11	HEA-2	Henderson Executive Terminal	2500	2	Otis	211	HP
2	HEA-EL12	HEA-1	Henderson Executive Terminal	2500	2	Otis	211	HP
3	HT-EL11	HT-1	Henderson Executive Tower	2100	2	Otis	211	HP

EQUIPMENT AND LOCATIONS – ELEVATORS (MCCARRAN RENT-A-CAR CENTER)

No.	Elevator Designation	Old ID	Location	Capacity	# of Stops	Manufacturer	Style	Equip. Type
1	CSB-EL120	EL-20	Customer Service Building	4500	4	Otis	211	HP
2	CSB-EL121	EL-21	Customer Service Building	4500	3	Otis	211	HP
3	CSB-EL130	EL-30	Customer Service Building	4500	4	Otis	211	HP
4	CSB-EL131	EL-31	Customer Service Building	4500	4	Otis	211	HP
5	CSB-EL140	EL-40	Customer Service Building	4500	4	Otis	211	HP
6	CSB-EL141	EL-41	Customer Service Building	4500	3	Otis	211	HP
7	SQTA-EL150	EL-50	South QTA	3000	2	Otis	211	HP
8	SQTA-EL151	EL-51	South QTA	3000	2	Otis	211	HP
9	WQTA-EL160	EL-60	West QTA	3000	2	Otis	211	HP
10	WQTA-EL161	EL-61	West QTA	3000	2	Otis	211	HP
11	WQTA-EL162	EL-62	West QTA	3000	2	Otis	211	HP
12	NQTA-EL170	EL-70	North QTA	3000	2	Otis	211	HP
13	NQTA-EL171	EL-71	North QTA	3000	2	Otis	211	HP

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MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT B

EQUIPMENT AND LOCATIONS – ELEVATORS (MCCARRAN NEW TERMINAL 3)

No.	Elevator Designation	Old ID	Location	Capacity	# of Stops	Manufacturer	Style	Equip. Type
1	T3-W-EL11	EA01	Terminal 3, West	6500	3	KONE	Micro P	Traction
2	T3-W-EL12	EA02	Terminal 3, West	6500	3	KONE	Micro P	Traction
3	T3-W-EL13	EA03	Terminal 3, West	6500	3	KONE	Micro P	Traction
4	T3-W-EL14	EA04	Terminal 3, West	6500	3	KONE	Micro P	Traction
5	T3-W-EL15	EA05	Terminal 3, West	6500	3	KONE	Micro P	Traction
6	T3-W-EL16	EA06	Terminal 3, West	6500	3	KONE	Micro P	Traction
7	T3-C-EL17	EA07	Terminal 3, Center	6500	3	KONE	Micro P	Traction
8	T3-C-EL18	EA08	Terminal 3, Center	6500	3	KONE	Micro P	Traction
9	T3-C-EL19	EA09	Terminal 3, Center	6500	3	KONE	Micro P	Traction
10	T3-C-EL110	EA10	Terminal 3, Center	6500	3	KONE	Micro P	Traction
11	T3-C-EL111	EA11	Terminal 3, Center	6500	3	KONE	Micro P	Traction
12	T3-C-EL112	EA12	Terminal 3, Center	6500	3	KONE	Micro P	Traction
13	T3-E-EL113	EA13	Terminal 3, East	6500	3	KONE	Micro P	Traction
14	T3-E-EL114	EA14	Terminal 3, East	6500	3	KONE	Micro P	Traction
15	T3-E-EL115	EA15	Terminal 3, East	6500	3	KONE	Micro P	Traction
16	T3-E-EL116	EA16	Terminal 3, East	6500	3	KONE	Micro P	Traction
17	T3-E-EL117	EA17	Terminal 3, East	6500	3	KONE	Micro P	Traction
18	T3-E-EL118	EA18	Terminal 3, East	6500	3	KONE	Micro P	Traction
19	T3-W-EL119	EA19	Terminal 3, West	5000	3	KONE	Micro P	Traction
20	T3-W-EL120	EA20	Terminal 3, West	5000	2	KONE	Micro P	Traction
21	T3-C-EL121	EA21	Terminal 3, Center	4500	2	KONE	Micro P	Traction
22	T3-C-EL122	EA22	Terminal 3, Center	4500	2	KONE	Micro P	Traction
23	T3-C-EL123	EA23	Terminal 3, Center	4500	2	KONE	Micro P	Traction
24	T3-C-EL124	EA24	Terminal 3, Center	4500	2	KONE	Micro P	Traction
25	T3-E-EL125	EA25	Terminal 3, East	5000	4	KONE	Micro P	Traction
26	T3-E-EL126	EA26	Terminal 3, East	5000	2	KONE	Micro P	Traction
27	T3-E-EL127	EA27	Terminal 3, East	5500	2	KONE	Micro P	Traction
28	T3-E-EL128	EA28	Terminal 3, East	5500	2	KONE	Micro P	Traction
29	T3-E-EL129	EA29	Terminal 3, East	5500	2	KONE	Micro P	Traction
30	T3-W-EL130	EA30	Terminal 3, West	5000	4	KONE	Micro P	Traction
31	T3-E-EL131	EA31	Terminal 3, East	5500	3	KONE	Micro P	Traction
32	T3-E-EL132	EA32	Terminal 3, East	5500	2	KONE	Micro P	Traction
33	T3-E-EL133	EA33	Terminal 3, East	10000	4	KONE	Micro P	Traction

EQUIPMENT AND LOCATIONS – ELEVATORS (MCCARRAN NEW GARAGE)

* Preventive Maintenance on this unit shall be performed only between the hours of 1:00 a.m. – 5:30 a.m., Monday through Friday.

No.	Elevator Designation	Old ID	Location	Capacity	# of Stops	Manufacturer	Style	Equip. Type
1	T3-PK-EL11*	---	Terminal 3 Garage	4000	8	KONE	Micro P	Traction
2	T3-PK-EL12*	---	Terminal 3 Garage	4000	8	KONE	Micro P	Traction
3	T3-PK-EL13*	---	Terminal 3 Garage	4000	8	KONE	Micro P	Traction
4	T3-PK-EL14*	---	Terminal 3 Garage	4000	8	KONE	Micro P	Traction
5	T3-PK-EL15*	---	Terminal 3 Garage	4000	8	KONE	Micro P	Traction
6	T3-PK-EL16*	---	Terminal 3 Garage	4000	8	KONE	Micro P	Traction
7	T3-PK-EL17*	---	Terminal 3 Garage	4000	8	KONE	Micro P	Traction
8	T3-PK-EL18*	---	Terminal 3 Garage	4000	8	KONE	Micro P	Traction

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EQUIPMENT AND LOCATIONS – ESCALATORS (MCCARRAN)						
* Preventive Maintenance on this unit shall be performed only between the hours of 1:00 a.m. – 5:30 a.m., Monday through Friday.						
No.	Escalator Designation	Old ID	Location	Manufacturer	Style	Equip. Type
1	T1-S1-ESC1	C-105	Terminal 1, C Concourse	KONE		EG
2	T1-S1-ESC2	C-106	Terminal 1, C Concourse	KONE		EG
3	T1-S1-ESC3	C-107	Terminal 1, C Concourse	KONE		EG
4	T1-TBC-ESC1*	CT-104	Terminal 1, Ticketing Center	KONE		EG
5	T1-TBC-ESC2*	CT-103	Terminal 1, Ticketing Center	KONE		EG
6	T1-TBC-ESC3*	CT-102	Terminal 1, Ticketing Center	KONE		EG
7	T1-TBC-ESC4*	CT-101	Terminal 1, Ticketing Center	KONE		EG
8	T1-BCC-ESC1*	CT-109	Terminal 1, Bag Claim Center	KONE		EG
9	T1-BCC-ESC2*	CT-107	Terminal 1, Bag Claim Center	KONE		EG
10	T1-BCC-ESC3*	CT-108	Terminal 1, Bag Claim Center	KONE		EG
11	T1-BCC-ESC4*	CT-106	Terminal 1, Bag Claim Center	KONE		EG
12	T1-BCC-ESC5*	CT-105	Terminal 1, Bag Claim Center	KONE		EG
13	T1-BCS-ESC1	CT-117	Terminal 1, Bag Claim South	KONE		EG
14	T1-BCS-ESC2	CT-116	Terminal 1, Bag Claim South	KONE		EG
15	T1-BCS-ESC3	CT-115	Terminal 1, Bag Claim South	KONE		EG
16	T1-BCS-ESC4	CT-114	Terminal 1, Bag Claim South	KONE		EG
17	T1-BCS-ESC5	CT-113	Terminal 1, Bag Claim South	KONE		EG
18	T1-BCS-ESC6	CT-112	Terminal 1, Bag Claim South	KONE		EG
19	T1-BCS-ESC7	CT-110	Terminal 1, Bag Claim South	KONE		EG
20	T1-BCS-ESC8	CT-111	Terminal 1, Bag Claim South	KONE		EG
21	S2-RA-ESC1*	D-101	Terminal 1, D Concourse GH	KONE		EG
22	S2-RA-ESC2*	D-102	Terminal 1, D Concourse GH	KONE		EG
23	S2-RA-ESC3*	D-103	Terminal 1, D Concourse GH	KONE		EG
24	S2-RA-ESC4*	D-104	Terminal 1, D Concourse GH	KONE		EG
25	S2-RA-ESC5*	D-109	Terminal 1, D Concourse GH	Thyssen		EG
26	S2-RA-ESC6*	D-110	Terminal 1, D Concourse GH	Thyssen		EG
27	T2-IAB-ESC1	CIT-101	Terminal 2	KONE		EG
28	T2-CIT-ESC1	CIT-104	Terminal 2	Schindler		EG
29	T2-CIT-ESC2	CIT-105	Terminal 2	Schindler		EG
30	T2-CIT-ESC3	CIT-102	Terminal 2	KONE		EG
31	T2-CIT-ESC4	CIT-103	Terminal 2	KONE		EG
32	T1-CAX-ESC1	CAX-101	Terminal 1, C Annex	KONE		EG
33	T1-CAX-ESC2	CAX-102	Terminal 1, C Annex	KONE		EG

EQUIPMENT AND LOCATIONS – ESCALATORS (MCCARRAN RENT-A-CAR CENTER)						
No.	Escalator Designation	Old ID	Location	Manufacturer	Style	Equip. Type
1	CSB-ESC20	ES-20	Customer Service Building	Otis	OCE521	EG
2	CSB-ESC21	ES-21	Customer Service Building	Otis	OCE521	EG
3	CSB-ESC22	ES-22	Customer Service Building	Otis	OCE521	EG
4	CSB-ESC23	ES-23	Customer Service Building	Otis	OCE521	EG
5	CSB-ESC30	ES-30	Customer Service Building	Otis	OCE521	EG
6	CSB-ESC31	ES-31	Customer Service Building	Otis	OCE521	EG
7	CSB-ESC32	ES-32	Customer Service Building	Otis	OCE521	EG
8	CSB-ESC33	ES-33	Customer Service Building	Otis	OCE521	EG
9	CSB-ESC40	ES-40	Customer Service Building	Otis	OCE521	EG
10	CSB-ESC41	ES-41	Customer Service Building	Otis	OCE521	EG
11	CSB-ESC42	ES-42	Customer Service Building	Otis	OCE521	EG
12	CSB-ESC43	ES-43	Customer Service Building	Otis	OCE521	EG

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 MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
 EXHIBIT B**

EQUIPMENT AND LOCATIONS – ESCALATORS (MCCARRAN NEW TERMINAL 3)						
No.	Elevator Designation	Old ID	Location	Manufacturer	Style	Equip. Type
1	T3-W-ESC11	ES01	Terminal 3, West	KONE	Trans180	Heavy Duty
2	T3-W-ESC12	ES02	Terminal 3, West	KONE	Trans180	Heavy Duty
3	T3-W-ESC13	ES03	Terminal 3, West	KONE	Trans180	Heavy Duty
4	T3-W-ESC14	ES04	Terminal 3, West	KONE	Trans180	Heavy Duty
5	T3-C-ESC15	ES05	Terminal 3, Center	KONE	Trans180	Heavy Duty
6	T3-C-ESC16	ES06	Terminal 3, Center	KONE	Trans180	Heavy Duty
7	T3-C-ESC17	ES07	Terminal 3, Center	KONE	Trans180	Heavy Duty
8	T3-C-ESC18	ES08	Terminal 3, Center	KONE	Trans180	Heavy Duty
9	T3-E-ESC19	ES09	Terminal 3, East	KONE	Trans180	Heavy Duty
10	T3-E-ESC110	ES10	Terminal 3, East	KONE	Trans180	Heavy Duty
11	T3-E-ESC111	ES11	Terminal 3, East	KONE	Trans180	Heavy Duty
12	T3-E-ESC112	ES12	Terminal 3, East	KONE	Trans180	Heavy Duty
13	T3-W-ESC113	ES13	Terminal 3, West	KONE	Trans180	Heavy Duty
14	T3-W-ESC114	ES14	Terminal 3, West	KONE	Trans180	Heavy Duty
15	T3-W-ESC115	ES15	Terminal 3, West	KONE	Trans180	Heavy Duty
16	T3-W-ESC116	ES16	Terminal 3, West	KONE	Trans180	Heavy Duty
17	T3-C-ESC117	ES17	Terminal 3, Center	KONE	Trans180	Heavy Duty
18	T3-C-ESC118	ES18	Terminal 3, Center	KONE	Trans180	Heavy Duty
19	T3-C-ESC119	ES19	Terminal 3, Center	KONE	Trans180	Heavy Duty
20	T3-C-ESC120	ES20	Terminal 3, Center	KONE	Trans180	Heavy Duty
21	T3-E-ESC121	ES21	Terminal 3, East	KONE	Trans180	Heavy Duty
22	T3-E-ESC122	ES22	Terminal 3, East	KONE	Trans180	Heavy Duty
23	T3-E-ESC123	ES23	Terminal 3, East	KONE	Trans180	Heavy Duty
24	T3-E-ESC124	ES24	Terminal 3, East	KONE	Trans180	Heavy Duty
25	T3-E-ESC125	ES25	Terminal 3, East	KONE	Trans180	Heavy Duty

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MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT B

EQUIPMENT AND LOCATIONS – MOVING WALKWAYS (MCCARRAN)						
No.	Moving Walkway Designation	Old ID	Location	Manufacturer	Style	Equip. Type
1	T1-NC-L2-MW1	A-102	Terminal 1, A Concourse	KONE		PS
2	T1-NC-L2-MW2	A-101	Terminal 1, A Concourse	KONE		PS
3	T1-NC-L2-MW3	A-104	Terminal 1, A Concourse	KONE		PS
4	T1-NC-L2-MW4	A-103	Terminal 1, A Concourse	KONE		PS
5	T1-SC-L2-MW1	B-102	Terminal 1, B Concourse	KONE		PS
6	T1-SC-L2-MW2	B-101	Terminal 1, B Concourse	KONE		PS
7	T1-SC-L2-MW3	B-104	Terminal 1, B Concourse	KONE		PS
8	T1-SC-L2-MW4	B-103	Terminal 1, B Concourse	KONE		PS
9	T1-S1-L2-MW1	C-102	Terminal 1, C Concourse	KONE		PS
10	T1-S1-L2-MW2	C-101	Terminal 1, C Concourse	KONE		PS
11	T1-S1-L2-MW3	C-104	Terminal 1, C Concourse	KONE		PS
12	T1-S1-L2-MW4	C-103	Terminal 1, C Concourse	KONE		PS
13	S2-SE-L2-MW1	D-105	Terminal 1, D Concourse SE	KONE		PG
14	S2-SE-L2-MW2	D-106	Terminal 1, D Concourse SE	KONE		PG
15	S2-SW-L2-MW1	D-107	Terminal 1, D Concourse SW	KONE		PG
16	S2-SW-L2-MW2	D-108	Terminal 1, D Concourse SW	KONE		PG
17	S2-NE-L2-MW1	D-112	Terminal 1, D Concourse NE	KONE		PG
18	S2-NE-L2-MW2	D-111	Terminal 1, D Concourse NE	KONE		PG
19	T1-PK-GLD-L1-MW1	G-101	Terminal 1, Gold Garage	KONE		PG
20	T1-PK-GLD-L1-MW2	G-102	Terminal 1, Gold Garage	KONE		PG
21	T1-PK-GLD-L2-MW1	G-104	Terminal 1, Gold Garage	KONE		PG
22	T1-PK-GLD-L2-MW2	G-103	Terminal 1, Gold Garage	KONE		PG
23	T1-SKY-L2-MW1	CAX-103	Terminal 1, Sky Bridge	KONE		PG
24	T1-SKY-L2-MW2	CAX-104	Terminal 1, Sky Bridge	KONE		PG
25	T1-SKY-L2-MW3	CAX-105	Terminal 1, Sky Bridge	KONE		PG
26	T1-SKY-L2-MW4	CAX-106	Terminal 1, Sky Bridge	KONE		PG

EQUIPMENT AND LOCATIONS – MOVING WALKWAYS (MCCARRAN NEW TERMINAL 3)						
No.	Moving Walkway Designation	Old ID	Location	Manufacturer	Style	Equip. Type
1	T3-W-L2-MW1	MW01	Terminal 3, West	KONE	Eco3000	Heavy Duty
2	T3-W-L2-MW2	MW02	Terminal 3, West	KONE	Eco3000	Heavy Duty
3	T3-E-L2-MW3	MW03	Terminal 3, East	KONE	Eco3000	Heavy Duty
4	T3-E-L2-MW4	MW04	Terminal 3, East	KONE	Eco3000	Heavy Duty
5	T3-W-L1-MW5	MW05	Terminal 3, West	KONE	Eco3000	Heavy Duty
6	T3-W-L1-MW6	MW06	Terminal 3, West	KONE	Eco3000	Heavy Duty
7	T3-C-L1-MW7	MW07	Terminal 3, Center	KONE	Eco3000	Heavy Duty
8	T3-C-L1-MW8	MW08	Terminal 3, Center	KONE	Eco3000	Heavy Duty
9	T3-E-L1-MW9	MW09	Terminal 3, East	KONE	Eco3000	Heavy Duty
10	T3-E-L1-MW10	MW10	Terminal 3, East	KONE	Eco3000	Heavy Duty
11	T3-E-L1-MW11	MW11	Terminal 3, East	KONE	Eco3000	Heavy Duty

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MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT C

MINIMUM MAINTENANCE REQUIREMENTS					
No.	Elevator Designation	Location	Manufacturer	Minimum PM Hours per Week	Minimum PM Hours per Month
1	T1-NC-EL1	Terminal 1, A Concourse	MCE	.75	3.25
2	T1-CB4-EL1	Terminal 1, Cluster Bldg. 4	KONE	.75	3.25
3	T1-SC-EL1	Terminal 1, B Concourse	KONE	.5	2.17
4	T1-SC-EL2	Terminal 1, B Concourse	MCE	.75	3.25
5	T1-S1-EL1	Terminal 1, C Concourse	Montgomery	.75	3.25
6	T1-S1-EL2	Terminal 1, C Concourse	Montgomery	.75	3.25
7	T1-S1-EL3	Terminal 1, C Concourse	Montgomery	.75	3.25
8	T1-S1-EL4	Terminal 1, C Concourse	Montgomery	.75	3.25
9	T1-S1-EL5	Terminal 1, C Concourse	Montgomery	.75	3.25
10	T1-S1-EL6	Terminal 1, C Concourse	Montgomery	.75	3.25
11	T1-BR-EL1	Terminal 1, Bridge Rotunda	MCE	.75	3.25
12	T1-BR-EL2	Terminal 1, Bridge Rotunda	Dover	.75	3.25
13	T1-BR-EL3	Terminal 1, Bridge Rotunda	MCE	.75	3.25
14	T1-TBN-EL1	Terminal 1, Ticketing North	Dover	.75	3.25
15	T1-TBS-EL1	Terminal 1, Ticketing South	Reliable	.75	3.25
16	T1-TBC-EL1	Terminal 1, Esplanade	MCE	.75	3.25
17	T1-TBC-EL2	Terminal 1, Esplanade	KONE/Dover	.75	3.25
18	T1-TBC-EL3	Terminal 1, Esplanade	MCE	.75	3.25
19	T1-TBC-EL4	Terminal 1, Esplanade	KONE/Dover	.75	3.25
20	T1-TBC-EL5	Terminal 1, Esplanade	Thyssen	.75	3.25
21	T1-BCN-EL1	Terminal 1, Bag Claim North	Dover	.75	3.25
22	T1-BCN-EL2	Terminal 1, Bag Claim North	Dover	.75	3.25
23	T1-BCC-EL1	Terminal 1, Bag Claim Center	KONE/Dover	.75	3.25
24	T1-BCC-EL2	Terminal 1, Bag Claim Center	KONE/Dover	.75	3.25
25	T1-BCC-EL3	Terminal 1, Bag Claim Center	KONE/Dover	.75	3.25
26	T1-BCC-EL4	Terminal 1, Bag Claim Center	KONE/Dover	.75	3.25
27	T1-BCC-EL5	Terminal 1, Bag Claim Center	Thyssen	.75	3.25
28	T1-BCC-EL6	Terminal 1, Bag Claim Center	Thyssen	.75	3.25
29	T1-BCC-EL7	Terminal 1, Bag Claim Center	Thyssen	.75	3.25
30	T1-BCS-EL1	Terminal 1, Bag Claim South	Dover	.75	3.25
31	T1-BCS-EL2	Terminal 1, Bag Claim South	Montgomery	.75	3.25
32	T1-BCS-EL3	Terminal 1, Bag Claim South	Dover	.75	3.25
33	T1-BCS-EL4	Terminal 1, Bag Claim South	Dover	.75	3.25
34	T1-BCS-EL5	Terminal 1, Bag Claim South	Dover	.75	3.25
35	S2-RA-EL1	Terminal 1, D Concourse GH	MCE	.5	2.17
36	S2-RA-EL2	Terminal 1, D Concourse GH	MCE	.75	3.25
37	S2-RA-EL3	Terminal 1, D Concourse GH	MCE	.75	3.25
38	S2-RA-EL4	Terminal 1, D Concourse GH	MCE	.5	2.17
39	S2-RA-EL5	Terminal 1, D Concourse GH	MCE	.5	2.17
40	S2-RA-EL6	Terminal 1, D Concourse GH	MCE	.5	2.17
41	S2-ERC-EL1	Terminal 1, D Concourse ERC	Thyssen	1.25	5.41
42	S2-SE-EL1	Terminal 1, D Concourse SE	MCE	.75	3.25
43	S2-SE-EL2	Terminal 1, D Concourse SE	MCE	.75	3.25
44	S2-SE-EL3	Terminal 1, D Concourse SE	MCE	.5	2.17
45	S2-SW-EL1	Terminal 1, D Concourse SW	MCE	.75	3.25
46	S2-SW-EL2	Terminal 1, D Concourse SW	MCE	.75	3.25
47	S2-SW-EL3	Terminal 1, D Concourse SW	MCE	.5	2.17
48	S2-NE-EL1	Terminal 1, D Concourse NE	Thyssen	.75	3.25
49	S2-NE-EL2	Terminal 1, D Concourse NE	Thyssen	.75	3.25
50	S2-NE-EL3	Terminal 1, D Concourse NE	Thyssen	.5	2.17
51	S2-NW-EL1	Terminal 1, D Concourse NW	MCE	.75	3.25
52	S2-NW-EL2	Terminal 1, D Concourse NW	MCE	.75	3.25
53	S2-NW-EL3	Terminal 1, D Concourse NW	MCE	.5	2.17

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EXHIBIT C**

MINIMUM MAINTENANCE REQUIREMENTS					
No.	Elevator Designation	Location	Manufacturer	Minimum PM Hours per Week	Minimum PM Hours per Month
54	S2-NW-EL4	Terminal 1, D Concourse NW	MCE	.75	3.25
55	T1-PK-GLD-EL1 *	Terminal 1, Gold Garage	MCE	1.25	5.41
56	T1-PK-GLD-EL2 *	Terminal 1, Gold Garage	MCE	1.25	5.41
57	T1-PK-GLD-EL3 *	Terminal 1, Gold Garage	MCE	1.25	5.41
58	T1-PK-GLD-EL4 *	Terminal 1, Gold Garage	MCE	1.25	5.41
59	T2-IAB-EL1	Terminal 2	MCE	.75	3.25
60	T2-CIT-EL1	Terminal 2	SURGE	.75	3.25
61	T2-CIT-EL2	Terminal 2	SURGE	.75	3.25
62	T2-CIT-EL3	Terminal 2	MCE	.75	3.25
63	T2-CIT-EL4	Terminal 2	MCE	.75	3.25
64	T1-CAX-EL1	Terminal 1, C Annex	MCE	.75	3.25
65	T1-SKY-EL1	Terminal 1, Sky Bridge	MCE	.75	3.25
66	T1-SKY-EL2	Terminal 1, Sky Bridge	MCE	.75	3.25
67	T1-CP-EL1	Terminal 1, Central Plant	Dover	.75	3.25
68	S75OMASON-EL1	Terminal 3, Central Plant	MCE	.75	3.25
69	T1-BHS-N3-EL1	Terminal 1, BHS Node 3	Otis	.75	3.25
70	T1-BHS-N4-EL1	Terminal 1, BHS Node 4	Otis	.75	3.25
71	T2-BHS-N6-EL1	Terminal 2, BHS Node 6	Otis	.75	3.25
1	2730-EL1	North Las Vegas Terminal Vision Building North Las Vegas (2704 Airport Dr)	Dover	.75	3.25
2	Vertical Platform Lift		Porch Lift	.75	3.25
1	HEA-EL1	Henderson Executive Terminal	Otis	.75	3.25
2	HEA-EL2	Henderson Executive Terminal	Otis	.75	3.25
3	HT-EL1	Henderson Executive Tower	Otis	.75	3.25
1	CSB-EL20	Customer Service Building	Otis	.75	3.25
2	CSB-EL21	Customer Service Building	Otis	.75	3.25
3	CSB-EL30	Customer Service Building	Otis	.75	3.25
4	CSB-EL31	Customer Service Building	Otis	.75	3.25
5	CSB-EL40	Customer Service Building	Otis	.75	3.25
6	CSB-EL41	Customer Service Building	Otis	.75	3.25
7	SQTA-EL160	South QTA	Otis	.75	3.25
8	SQTA-EL161	South QTA	Otis	.75	3.25
9	WQTA-EL160	West QTA	Otis	.75	3.25
10	WQTA-EL161	West QTA	Otis	.75	3.25
11	WQTA-EL162	West QTA	Otis	.75	3.25
12	NQTA-EL170	North QTA	Otis	.75	3.25
13	NQTA-EL171	North QTA	Otis	.75	3.25
TOTAL HOURS FOR ELEVATORS				67	290.33

**CBE-662
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT C**

MINIMUM MAINTENANCE REQUIREMENTS (MCCARRAN NEW TERMINAL 3)						
No.	Elevator Designation	Old ID	Location	Manufacturer	Minimum PM Hours per Week	Minimum PM Hours per Month
1	T3-W-EL1	EA01	Terminal 3, West	KONE	.75	3.25
2	T3-W-EL2	EA02	Terminal 3, West	KONE	.75	3.25
3	T3-W-EL3	EA03	Terminal 3, West	KONE	.75	3.25
4	T3-W-EL4	EA04	Terminal 3, West	KONE	.75	3.25
5	T3-W-EL5	EA05	Terminal 3, West	KONE	.75	3.25
6	T3-W-EL6	EA06	Terminal 3, West	KONE	.75	3.25
7	T3-C-EL7	EA07	Terminal 3, Center	KONE	.75	3.25
8	T3-C-EL8	EA08	Terminal 3, Center	KONE	.75	3.25
9	T3-C-EL9	EA09	Terminal 3, Center	KONE	.75	3.25
10	T3-C-EL10	EA10	Terminal 3, Center	KONE	.75	3.25
11	T3-C-EL11	EA11	Terminal 3, Center	KONE	.75	3.25
12	T3-C-EL12	EA12	Terminal 3, Center	KONE	.75	3.25
13	T3-E-EL13	EA13	Terminal 3, East	KONE	.75	3.25
14	T3-E-EL14	EA14	Terminal 3, East	KONE	.75	3.25
15	T3-E-EL15	EA15	Terminal 3, East	KONE	.75	3.25
16	T3-E-EL16	EA16	Terminal 3, East	KONE	.75	3.25
17	T3-E-EL17	EA17	Terminal 3, East	KONE	.75	3.25
18	T3-E-EL18	EA18	Terminal 3, East	KONE	.75	3.25
19	T3-W-EL19	EA19	Terminal 3, West	KONE	.75	3.25
20	T3-W-EL20	EA20	Terminal 3, West	KONE	.75	3.25
21	T3-C-EL21	EA21	Terminal 3, Center	KONE	.75	3.25
22	T3-C-EL22	EA22	Terminal 3, Center	KONE	.75	3.25
23	T3-C-EL23	EA23	Terminal 3, Center	KONE	.75	3.25
24	T3-C-EL24	EA24	Terminal 3, Center	KONE	.75	3.25
25	T3-E-EL25	EA25	Terminal 3, East	KONE	.75	3.25
26	T3-E-EL26	EA26	Terminal 3, East	KONE	.75	3.25
27	T3-E-EL27	EA27	Terminal 3, East	KONE	.75	3.25
28	T3-E-EL28	EA28	Terminal 3, East	KONE	.75	3.25
29	T3-E-EL29	EA29	Terminal 3, East	KONE	.75	3.25
30	T3-W-EL30	EA30	Terminal 3, West	KONE	.75	3.25
31	T3-E-EL31	EA31	Terminal 3, East	KONE	.75	3.25
32	T3-E-EL32	EA32	Terminal 3, East	KONE	.75	3.25
33	T3-E-EL33	EA33	Terminal 3, East	KONE	.75	3.25
1	T3-PK-EL1*	---	Terminal 3 Garage	KONE	.75	3.25
2	T3-PK-EL2*	---	Terminal 3 Garage	KONE	.75	3.25
3	T3-PK-EL3*	---	Terminal 3 Garage	KONE	.75	3.25
4	T3-PK-EL4*	---	Terminal 3 Garage	KONE	.75	3.25
5	T3-PK-EL5*	---	Terminal 3 Garage	KONE	.75	3.25
6	T3-PK-EL6*	---	Terminal 3 Garage	KONE	.75	3.25
7	T3-PK-EL7*	---	Terminal 3 Garage	KONE	.75	3.25
8	T3-PK-EL8*	---	Terminal 3 Garage	KONE	.75	3.25
TOTAL HOURS FOR ESCALATORS					30.75	133.25

**CBE-662
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT C**

MINIMUM MAINTENANCE REQUIREMENTS					
No.	Escalator Designation	Location	Manufacturer	Minimum PM Hours per Week	Minimum PM Hours per Month
1	T1-S1-ESC1	Terminal 1, C Concourse	KONE	1.5	6.50
2	T1-S1-ESC2	Terminal 1, C Concourse	KONE	1.5	6.50
3	T1-S1-ESC3	Terminal 1, C Concourse	KONE	1.5	6.50
4	T1-TBC-ESC1 *	Terminal 1, Ticketing Center	KONE	1.5	6.50
5	T1-TBC-ESC2 *	Terminal 1, Ticketing Center	KONE	1.5	6.50
6	T1-TBC-ESC3 *	Terminal 1, Ticketing Center	KONE	1.5	6.50
7	T1-TBC-ESC4 *	Terminal 1, Ticketing Center	KONE	1.5	6.50
8	T1-BCC-ESC1 *	Terminal 1, Bag Claim Center	KONE	1.5	6.50
9	T1-BCC-ESC2 *	Terminal 1, Bag Claim Center	KONE	1.5	6.50
10	T1-BCC-ESC3 *	Terminal 1, Bag Claim Center	KONE	1.5	6.50
11	T1-BCC-ESC4 *	Terminal 1, Bag Claim Center	KONE	1.5	6.50
12	T1-BCC-ESC5 *	Terminal 1, Bag Claim Center	KONE	1.5	6.50
13	T1-BCS-ESC1	Terminal 1, Bag Claim South	KONE	1.5	6.50
14	T1-BCS-ESC2	Terminal 1, Bag Claim South	KONE	1.5	6.50
15	T1-BCS-ESC3	Terminal 1, Bag Claim South	KONE	1.5	6.50
16	T1-BCS-ESC4	Terminal 1, Bag Claim South	KONE	1.5	6.50
17	T1-BCS-ESC5	Terminal 1, Bag Claim South	KONE	1.5	6.50
18	T1-BCS-ESC6	Terminal 1, Bag Claim South	KONE	1.5	6.50
19	T1-BCS-ESC7	Terminal 1, Bag Claim South	KONE	1.5	6.50
20	T1-BCS-ESC8	Terminal 1, Bag Claim South	KONE	1.5	6.50
21	S2-RA-ESC1 *	Terminal 1, D Concourse GH	KONE	1.5	6.50
22	S2-RA-ESC2 *	Terminal 1, D Concourse GH	KONE	1.5	6.50
23	S2-RA-ESC3 *	Terminal 1, D Concourse GH	KONE	1.5	6.50
24	S2-RA-ESC4 *	Terminal 1, D Concourse GH	KONE	1.5	6.50
25	S2-RA-ESC5 *	Terminal 1, D Concourse GH	Thyssen	1.5	6.50
26	S2-RA-ESC6 *	Terminal 1, D Concourse GH	Thyssen	1.5	6.50
27	T2-IAB-ESC1	Terminal 2	KONE	1.5	6.50
28	T2-CIT-ESC1	Terminal 2	Schindler	1.5	6.50
29	T2-CIT-ESC2	Terminal 2	Schindler	1.5	6.50
30	T2-CIT-ESC3	Terminal 2	KONE	1.5	6.50
31	T2-CIT-ESC4	Terminal 2	KONE	1.5	6.50
32	T1-CAX-ESC1	Terminal 1, C Annex	KONE	1.5	6.50
33	T1-CAX-ESC2	Terminal 1, C Annex	KONE	1.5	6.50
1	CSB-ESC120	Customer Service Building	Otis	1.5	6.50
2	CSB-ESC121	Customer Service Building	Otis	1.5	6.50
3	CSB-ESC122	Customer Service Building	Otis	1.5	6.50
4	CSB-ESC123	Customer Service Building	Otis	1.5	6.50
5	CSB-ESC130	Customer Service Building	Otis	1.5	6.50
6	CSB-ESC131	Customer Service Building	Otis	1.5	6.50
7	CSB-ESC132	Customer Service Building	Otis	1.5	6.50
8	CSB-ESC133	Customer Service Building	Otis	1.5	6.50
9	CSB-ESC140	Customer Service Building	Otis	1.5	6.50
10	CSB-ESC141	Customer Service Building	Otis	1.5	6.50
11	CSB-ESC142	Customer Service Building	Otis	1.5	6.50
12	CSB-ESC143	Customer Service Building	Otis	1.5	6.50
TOTAL HOURS FOR ESCALATORS				67.5	292.5

**CBE-662
 MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
 EXHIBIT C**

MINIMUM MAINTENANCE REQUIREMENTS (MCCARRAN NEW TERMINAL 3)						
No.	Escalator Designation	Old ID	Location	Manufacturer	Minimum PM Hours per Week	Minimum PM Hours per Month
1	T3-W-ESC11	ES01	Terminal 3, West	KONE	1.50	6.50
2	T3-W-ESC12	ES02	Terminal 3, West	KONE	1.50	6.50
3	T3-W-ESC13	ES03	Terminal 3, West	KONE	1.50	6.50
4	T3-W-ESC14	ES04	Terminal 3, West	KONE	1.50	6.50
5	T3-C-ESC15	ES05	Terminal 3, Center	KONE	1.50	6.50
6	T3-C-ESC16	ES06	Terminal 3, Center	KONE	1.50	6.50
7	T3-C-ESC17	ES07	Terminal 3, Center	KONE	1.50	6.50
8	T3-C-ESC18	ES08	Terminal 3, Center	KONE	1.50	6.50
9	T3-E-ESC19	ES09	Terminal 3, East	KONE	1.50	6.50
10	T3-E-ESC110	ES10	Terminal 3, East	KONE	1.50	6.50
11	T3-E-ESC111	ES11	Terminal 3, East	KONE	1.50	6.50
12	T3-E-ESC112	ES12	Terminal 3, East	KONE	1.50	6.50
13	T3-W-ESC113	ES13	Terminal 3, West	KONE	1.50	6.50
14	T3-W-ESC114	ES14	Terminal 3, West	KONE	1.50	6.50
15	T3-W-ESC115	ES15	Terminal 3, West	KONE	1.50	6.50
16	T3-W-ESC116	ES16	Terminal 3, West	KONE	1.50	6.50
17	T3-C-ESC117	ES17	Terminal 3, Center	KONE	1.50	6.50
18	T3-C-ESC118	ES18	Terminal 3, Center	KONE	1.50	6.50
19	T3-C-ESC119	ES19	Terminal 3, Center	KONE	1.50	6.50
20	T3-C-ESC120	ES20	Terminal 3, Center	KONE	1.50	6.50
21	T3-E-ESC121	ES21	Terminal 3, East	KONE	1.50	6.50
22	T3-E-ESC122	ES22	Terminal 3, East	KONE	1.50	6.50
23	T3-E-ESC123	ES23	Terminal 3, East	KONE	1.50	6.50
24	T3-E-ESC124	ES24	Terminal 3, East	KONE	1.50	6.50
25	T3-E-ESC125	ES25	Terminal 3, East	KONE	1.50	6.50
TOTAL HOURS FOR NEW TERMINAL 3 ESCALATORS					37.50	162.50

**CBE-662
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT C**

MINIMUM MAINTENANCE REQUIREMENTS					
No.	Moving Walkway Designation	Location	Manufacturer	Minimum PM Hours per Week	Minimum PM Hours per Month
1	T1-NC-L2-MW1	Terminal 1, A Concourse	KONE	1.5	6.50
2	T1-NC-L2-MW2	Terminal 1, A Concourse	KONE	1.5	6.50
3	T1-NC-L2-MW3	Terminal 1, A Concourse	KONE	1.5	6.50
4	T1-NC-L2-MW4	Terminal 1, A Concourse	KONE	1.5	6.50
5	T1-SC-L2-MW1	Terminal 1, B Concourse	KONE	1.5	6.50
6	T1-SC-L2-MW2	Terminal 1, B Concourse	KONE	1.5	6.50
7	T1-SC-L2-MW3	Terminal 1, B Concourse	KONE	1.5	6.50
8	T1-SC-L2-MW4	Terminal 1, B Concourse	KONE	1.5	6.50
9	T1-S1-L2-MW1	Terminal 1, C Concourse	KONE	1.5	6.50
10	T1-S1-L2-MW2	Terminal 1, C Concourse	KONE	1.5	6.50
11	T1-S1-L2-MW3	Terminal 1, C Concourse	KONE	1.5	6.50
12	T1-S1-L2-MW4	Terminal 1, C Concourse	KONE	1.5	6.50
13	S2-SE-L2-MW1	Terminal 1, D Concourse SE	KONE	1.5	6.50
14	S2-SE-L2-MW2	Terminal 1, D Concourse SE	KONE	1.5	6.50
15	S2-SW-L2-MW1	Terminal 1, D Concourse SW	KONE	1.5	6.50
16	S2-SW-L2-MW2	Terminal 1, D Concourse SW	KONE	1.5	6.50
17	S2-NE-L2-MW1	Terminal 1, D Concourse NE	KONE	1.5	6.50
18	S2-NE-L2-MW2	Terminal 1, D Concourse NE	KONE	1.5	6.50
19	T1-PK-GLD-L1-MW1	Terminal 1, Gold Garage	KONE	1.5	6.50
20	T1-PK-GLD-L1-MW2	Terminal 1, Gold Garage	KONE	1.5	6.50
21	T1-PK-GLD-L2-MW1	Terminal 1, Gold Garage	KONE	1.5	6.50
22	T1-PK-GLD-L2-MW2	Terminal 1, Gold Garage	KONE	1.5	6.50
23	T1-SKY-L2-MW1	Terminal 1, Sky Bridge	KONE	1.5	6.50
24	T1-SKY-L2-MW2	Terminal 1, Sky Bridge	KONE	1.5	6.50
25	T1-SKY-L2-MW3	Terminal 1, Sky Bridge	KONE	1.5	6.50
26	T1-SKY-L2-MW4	Terminal 1, Sky Bridge	KONE	1.5	6.50
TOTAL HOURS FOR MOVING WALKWAYS				39.0	169.0
TOTAL HOURS FOR ALL EQUIPMENT				172.75	748.58

MINIMUM MAINTENANCE REQUIREMENTS (MCCARRAN NEW TERMINAL 3)						
No.	Moving Walkway Designation	Old ID	Location	Manufacturer	Minimum PM Hours per Week	Minimum PM Hours per Month
1	T3-W-L2-MW1	MW01	Terminal 3, West	KONE	1.50	6.50
2	T3-W-L2-MW2	MW02	Terminal 3, West	KONE	1.50	6.50
3	T3-E-L2-MW3	MW03	Terminal 3, East	KONE	1.50	6.50
4	T3-E-L2-MW4	MW04	Terminal 3, East	KONE	1.50	6.50
5	T3-W-L1-MW5	MW05	Terminal 3, West	KONE	1.50	6.50
6	T3-W-L1-MW6	MW06	Terminal 3, West	KONE	1.50	6.50
7	T3-C-L1-MW7	MW07	Terminal 3, Center	KONE	1.50	6.50
8	T3-C-L1-MW8	MW08	Terminal 3, Center	KONE	1.50	6.50
9	T3-E-L1-MW9	MW09	Terminal 3, East	KONE	1.50	6.50
10	T3-E-L1-MW10	MW10	Terminal 3, East	KONE	1.50	6.50
11	T3-E-L1-MW11	MW11	Terminal 3, East	KONE	1.50	6.50
TOTAL HOURS FOR NEW TERMINAL 3 MOVING WALKWAYS					16.50	71.50
TOTAL HOURS FOR NEW TERMINAL 3 EQUIPMENT					84.75	367.25

**CBE-662
 MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
 EXHIBIT D
 MAINTENANCE COSTS**

24/7 SCHEDULE				
ELEVATORS				
ITEM NO.	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
"TERMINAL 1, A-CONCOURSE"				
1.	T1-NC-EL1 (A-1)	\$1,440.00	x 12	\$17,280.00
2.	T1-CB4-EL1 (A-2)	\$2,040.00	x 12	\$24,480.00
"TERMINAL 1, B-CONCOURSE"				
3.	T1-SC-EL1 (B-2)	\$1,440.00	x 12	\$17,280.00
4.	T1-SC-EL2 (B-1)	\$1,440.00	x 12	\$17,280.00
"TERMINAL 1, C-CONCOURSE"				
5.	T1-S1-EL1 (C-1)	\$1,440.00	x 12	\$17,280.00
6.	T1-S1-EL2 (C-2)	\$1,440.00	x 12	\$17,280.00
7.	T1-S1-EL3 (C-3)	\$1,440.00	x12	\$17,280.00
8.	T1-S1-EL4 (C-4)	\$1,440.00	x12	\$17,280.00
9.	T1-S1-EL5 (C-5)	\$1,440.00	x12	\$17,280.00
10.	T1-S1-EL6 (C-6)	\$1,440.00	x12	\$17,280.00
"TERMINAL 1, BRIDGE ROTUNDA"				
11.	T1-BR-EL1 (CT-3)	\$1,440.00	x12	\$17,280.00
12.	T1-BR-EL2 (CT-1)	\$1,440.00	x12	\$17,280.00
13.	T1-BR-EL3 (CT-2)	\$1,440.00	x12	\$17,280.00
"TERMINAL 1, TICKETING NORTH"				
14.	T1-T8N-EL1 (CT-4)	\$1,440.00	x12	\$17,280.00
"TERMINAL 1, TICKETING SOUTH"				
15.	T1-T8S-EL1 (CT-5)	\$1,440.00	x12	\$17,280.00
"TERMINAL 1, ESPLANADE"				
16.	T1-T8C-EL1 (CT-6)	\$1,440.00	x12	\$17,280.00
17.	T1-T8C-EL2 (CT-9)	\$2,040.00	x12	\$24,480.00
18.	T1-T8C-EL3 (CT-8)	\$1,440.00	x12	\$17,280.00
19.	T1-T8C-EL4 (CT-7)	\$2,040.00	x12	\$24,480.00
20.	T1-T8C-EL5 (CT-10)	\$2,040.00	x12	\$24,480.00
"TERMINAL 1, BAG CLAIM NORTH"				
21.	T1-BCN-EL1 (CT-15)	\$1,440.00	x12	\$17,280.00
22.	T1-BCN-EL2 (CT-11)	\$1,440.00	x12	\$17,280.00

2417 SCHEDULE

ELEVATORS (CONTINUED)

ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
"TERMINAL 1, BAG CLAIM CENTER"				
23.	T1-BCC-EL1 (CT-12)	\$2,040.00	x12	\$24,480.00
24.	T1-BCC-EL2 (CT-13)	\$2,040.00	x12	\$24,480.00
25.	T1-BCC-EL3 (CT-17)	\$2,040.00	x12	\$24,480.00
26.	T1-BCC-EL4 (CT-16)	\$2,040.00	x12	\$24,480.00
27.	T1-BCC-EL5 (CT-22)	\$2,040.00	x12	\$24,480.00
28.	T1-BCC-EL6 (CT-23)	\$2,040.00	x12	\$24,480.00
29.	T1-BCC-EL7 (CT-24)	\$2,040.00	x12	\$24,480.00
"TERMINAL 1, BAG CLAIM SOUTH"				
30.	T1-BCS-EL1 (CT-18)	\$1,440.00	x12	\$17,280.00
31.	T1-BCS-EL2 (CT-19)	\$1,440.00	x12	\$17,280.00
32.	T1-BCS-EL3 (CT-21)	\$1,440.00	X12	\$17,280.00
33.	T1-BCS-EL4 (CT-20)	\$1,440.00	X12	\$17,280.00
34.	T1-BCS-EL5 (CT-14)	\$1,440.00	X12	\$17,280.00
"TERMINAL 1, D-CONCOURSE"				
35.	S2-RA-EL1 (D-4)	\$2,040.00	x12	\$24,480.00
36.	S2-RA-EL2 (D-2)	\$1,440.00	x12	\$17,280.00
37.	S2-RA-EL3 (D-1)	\$1,440.00	x12	\$17,280.00
38.	S2-RA-EL4 (D-3)	\$1,440.00	x12	\$17,280.00
39.	S2-RA-EL5 (D-5)	\$1,440.00	x12	\$17,280.00
40.	S2-RA-EL6 (D-6)	\$1,440.00	x12	\$17,280.00
41.	S2-ERC-EL1 (D-7)	\$2,040.00	x12	\$24,480.00
42.	S2-SE-EL1 (DSE-1)	\$1,440.00	x12	\$17,280.00
43.	S2-SE-EL2 (DSE-2)	\$1,440.00	x12	\$17,280.00
44.	S2-SE-EL3 (DSE-3)	\$1,440.00	x12	\$17,280.00
45.	S2-SW-EL1 (DSW-1)	\$1,440.00	x12	\$17,280.00
46.	S2-SW-EL2 (DSW-2)	\$1,440.00	x12	\$17,280.00
47.	S2-SW-EL3 (DSW-3)	\$1,440.00	x12	\$17,280.00
48.	S2-NE-EL1 (DNE-3)	\$1,440.00	x12	\$17,280.00
49.	S2-NE-EL2 (DNE-1)	\$1,440.00	x12	\$17,280.00
50.	S2-NE-EL3 (DNE-2)	\$1,440.00	x12	\$17,280.00
51.	S2-NW-EL1 (DNW-1)	\$1,440.00	x12	\$17,280.00
52.	S2-NW-EL2 (DNW-2)	\$1,440.00	x12	\$17,280.00
53.	S2-NW-EL3 (DNW-3)	\$1,440.00	x12	\$17,280.00
54.	S2-NW-EL4 (DNW-4)	\$1,440.00	x12	\$17,280.00

24/7 SCHEDULE				
ELEVATORS (CONTINUED)				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
"TERMINAL 1 - GOLD PARKING GARAGE"				
55.	T1-PK-GLD-EL1 (G-2)	\$2,040.00	x12	\$24,480.00
56.	T1-PK-GLD-EL2 (G-1)	\$2,040.00	x12	\$24,480.00
57.	T1-PK-GLD-EL3 (G-4)	\$2,040.00	x12	\$24,480.00
58.	T1-PK-GLD-EL4 (G-5)	\$2,040.00	x12	\$24,480.00
"TERMINAL 1 - C ANNEX & SKYBRIDGE"				
59.	T1-CAX-EL1 (CAX-1)	\$1,440.00	x12	\$17,280.00
60.	T1-SKY-EL1 (CAX-2)	\$1,440.00	x12	\$17,280.00
61.	T1-SKY-EL1 (CAX-3)	\$1,440.00	x12	\$17,280.00
"TERMINAL 1 - CENTRAL PLANT"				
62.	T1-CP-EL1 (HR-1)	\$1,440.00	x12	\$17,280.00
"TERMINAL 1 - BHS NODES 3 & 4"				
63.	T1-BHS-NE-EL1 (N3-1)	\$1,440.00	x12	\$17,280.00
64.	T1-BHS-N4-EL1 (N4-1)	\$1,440.00	x12	\$17,280.00
"TERMINAL 2"				
65.	T2-IAB-EL1 (CIT-1)	\$1,440.00	x12	\$17,280.00
66.	T2-CIT-EL1 (CIT-5)	\$1,440.00	x12	\$17,280.00
67.	T2-CIT-EL2 (CIT-4)	\$1,440.00	x12	\$17,280.00
68.	T2-CIT-EL3 (CIT-3)	\$1,440.00	x12	\$17,280.00
69.	T2-CIT-EL4 (CIT-2)	\$1,440.00	x12	\$17,280.00
"TERMINAL 2 - BHS NODE 6"				
70.	T2-BHS-N6-EL1 (CIT-6)	\$1,440.00	x12	\$17,280.00
"TERMINAL 3 - CENTRAL PLANT"				
71.	5750MASON-EL1 (CUP-1)	\$1,440.00	x12	\$17,280.00
"NORTH LAS VEGAS TERMINAL"				
72.	2730-EL1 (HP-1)	\$200.00	x12	\$2,400.00
73.	Vertical Platform Lift	\$200.00	x12	\$2,400.00
"HENDERSON EXECUTIVE TERMINAL"				
74.	HEA-EL1 (HEA-2)	\$275.00	x12	\$3,300.00
75.	HEA-EL2 (HEA-1)	\$275.00	x12	\$3,300.00

24/7 SCHEDULE				
ELEVATORS (CONTINUED)				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
"HENDERSON EXECUTIVE TOWER"				
76.	HT-EL11 (HT-1)	\$275.00	x12	\$3,300.00
"MRACC - CUSTOMER SERVICE BUILDING"				
77.	CSB-EL20 (EL-20)	\$1,440.00	x12	\$17,280.00
78.	CSB-EL21 (EL-21)	\$1,440.00	x12	\$17,280.00
79.	CSB-EL30 (EL-30)	\$1,440.00	x12	\$17,280.00
80.	CSB-EL31 (EL-31)	\$1,440.00	x12	\$17,280.00
81.	CSB-EL40 (EL-40)	\$1,440.00	x12	\$17,280.00
82.	CSB-EL41 (EL-41)	\$1,440.00	x12	\$17,280.00
"MRACC - SOUTH QTA"				
83.	SQTA-EL50 (EL-50)	\$1,440.00	x12	\$17,280.00
84.	SQTA-EL51 (EL-51)	\$1,440.00	x12	\$17,280.00
"MRACC - WEST QTA"				
85.	WQTA-EL60 (EL-60)	\$1,440.00	x12	\$17,280.00
86.	WQTA-EL61 (EL-61)	\$1,440.00	x12	\$17,280.00
87.	WQTA-EL62 (EL-62)	\$1,440.00	x12	\$17,280.00
"MRACC - NORTH QTA"				
88.	WQTA-EL70 (EL-70)	\$1,440.00	x12	\$17,280.00
89.	WQTA-EL71 (EL-71)	\$1,440.00	x12	\$17,280.00
24/7 SCHEDULE				
TOTAL ELEVATOR MAINTENANCE				\$1,588,620.00

24/7 SCHEDULE

NEW TERMINAL 3 ELEVATORS

ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
IT IS ANTICIPATED THAT NEW TERMINAL 3 ELEVATORS WILL COME OUT OF WARRANTY IN JANUARY 2013. THE CONTRACTOR SHALL PROVIDE A COST PROPOSAL FOR EACH PIECE OF EQUIPMENT USING JANUARY 2013 DOLLARS. AT THE TIME THESE ELEVATORS COME OUT OF WARRANTY, THE MONTHLY UNIT COST SHOWN TIMES THE NUMBER OF MONTHS REMAINING WILL BE ADDED TO THE BASE CONTRACT AMOUNT FOR THE REMAINDER OF THE CURRENT CONTRACT TERM.				
1.	T3-W-EL1 (EL01)	\$560.00	x12	\$6,720.00
2.	T3-W-EL2 (EL02)	\$560.00	x12	\$6,720.00
3.	T3-W-EL3 (EL03)	\$560.00	x12	\$6,720.00
4.	T3-W-EL4 (EL04)	\$560.00	x12	\$6,720.00
5.	T3-W-EL5 (EL05)	\$560.00	x12	\$6,720.00
6.	T3-W-EL6 (EL06)	\$560.00	x12	\$6,720.00
7.	T3-C-EL7 (EL07)	\$560.00	x12	\$6,720.00
8.	T3-C-EL8 (EL08)	\$560.00	x12	\$6,720.00
9.	T3-C-EL9 (EL09)	\$560.00	x12	\$6,720.00
10.	T3-C-EL10 (EL10)	\$560.00	x12	\$6,720.00
11.	T3-C-EL11 (EL11)	\$560.00	x12	\$6,720.00
12.	T3-C-EL12 (EL12)	\$560.00	x12	\$6,720.00
13.	T3-E-EL13 (EL13)	\$560.00	x12	\$6,720.00
14.	T3-E-EL14 (EL14)	\$560.00	x12	\$6,720.00
15.	T3-E-EL15 (EL15)	\$560.00	x12	\$6,720.00
16.	T3-E-EL16 (EL16)	\$560.00	x12	\$6,720.00
17.	T3-E-EL17 (EL17)	\$560.00	x12	\$6,720.00
18.	T3-E-EL18 (EL18)	\$560.00	x12	\$6,720.00
19.	T3-W-EL19 (EL19)	\$560.00	x12	\$6,720.00
20.	T3-W-EL20 (EL20)	\$560.00	x12	\$6,720.00
21.	T3-C-EL21 (EL21)	\$560.00	x12	\$6,720.00
22.	T3-C-EL22 (EL22)	\$560.00	x12	\$6,720.00
23.	T3-C-EL23 (EL23)	\$560.00	x12	\$6,720.00
24.	T3-C-EL24 (EL24)	\$560.00	x12	\$6,720.00
25.	T3-E-EL25 (EL25)	\$560.00	x12	\$6,720.00
26.	T3-E-EL26 (EL26)	\$560.00	x12	\$6,720.00
27.	T3-E-EL27 (EL27)	\$560.00	x12	\$6,720.00
28.	T3-E-EL28 (EL28)	\$560.00	x12	\$6,720.00
29.	T3-E-EL29 (EL29)	\$560.00	x12	\$6,720.00
30.	T3-W-EL30 (EL30)	\$560.00	x12	\$6,720.00
31.	T3-E-EL31 (EL31)	\$560.00	x12	\$6,720.00
32.	T3-E-EL32 (EL32)	\$560.00	x12	\$6,720.00

24/7 SCHEDULE				
NEW TERMINAL 3 ELEVATORS				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
33.	T3-E-EL133 (EL33)	\$560.00	x12	\$6,720.00
24/7 SCHEDULE TOTAL NEW TERMINAL 3 ELEVATOR MAINTENANCE				\$221,760.00

24/7 SCHEDULE				
NEW GARAGE ELEVATORS				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
THE NEW GARAGE ELEVATORS WILL COME OUT OF WARRANTY IN LATE APRIL 2012. THE CONTRACTOR SHALL PROVIDE A COST PROPOSAL FOR EACH PIECE OF EQUIPMENT USING MAY 2012 DOLLARS. AT THE TIME THESE ELEVATORS COME OUT OF WARRANTY, THE MONTHLY UNIT COST SHOWN TIMES THE NUMBER OF MONTHS REMAINING WILL BE ADDED TO THE BASE CONTRACT AMOUNT FOR THE REMAINDER OF THE CURRENT CONTRACT TERM.				
1.	T3-PK-EL1	\$560.00	x12	\$6,720.00
2.	T3-PK-EL2	\$560.00	x12	\$6,720.00
3.	T3-PK-EL3	\$560.00	x12	\$6,720.00
4.	T3-PK-EL4	\$560.00	x12	\$6,720.00
5.	T3-PK-EL5	\$560.00	x12	\$6,720.00
6.	T3-PK-EL6	\$560.00	x12	\$6,720.00
7.	T3-PK-EL7	\$560.00	x12	\$6,720.00
8.	T3-PK-EL8	\$560.00	x12	\$6,720.00
24/7 SCHEDULE TOTAL NEW GARAGE ELEVATOR MAINTENANCE				\$53,780.00

24/7 SCHEDULE

ESCALATORS

ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
"TERMINAL 1, C-CONCOURSE"				
1.	T1-S1-ESC1 (C-105)	\$3,000.00	x 12	\$36,000.00
2.	T1-S1-ESC2 (C-106)	\$3,000.00	x 12	\$36,000.00
3.	T1-S1-ESC3 (C-107)	\$3,000.00	x12	\$36,000.00
"TERMINAL 1, TICKETING CENTER"				
4.	T1-TBC-ESC1 (CT-104)	\$3,000.00	x12	\$36,000.00
5.	T1-TBC-ESC2 (CT-103)	\$3,000.00	x12	\$36,000.00
6.	T1-TBC-ESC3 (CT-102)	\$3,000.00	x12	\$36,000.00
7.	T1-TBC-ESC4 (CT-101)	\$3,000.00	x12	\$36,000.00
"TERMINAL 1, BAG CLAIM CENTER"				
8.	T1-BCC-ESC1 (CT-109)	\$3,000.00	x12	\$36,000.00
9.	T1-BCC-ESC2 (CT-107)	\$3,000.00	x12	\$36,000.00
10.	T1-BCC-ESC3 (CT-108)	\$3,000.00	x12	\$36,000.00
11.	T1-BCC-ESC4 (CT-106)	\$3,000.00	x12	\$36,000.00
12.	T1-BCC-ESC5 (CT-105)	\$3,000.00	x12	\$36,000.00
"TERMINAL 1, BAG CLAIM SOUTH"				
13.	T1-BCS-ESC1 (CT-117)	\$3,000.00	x12	\$36,000.00
14.	T1-BCS-ESC2 (CT-116)	\$3,000.00	x12	\$36,000.00
15.	T1-BCS-ESC3 (CT-115)	\$3,000.00	x12	\$36,000.00
16.	T1-BCS-ESC4 (CT-114)	\$3,000.00	x12	\$36,000.00
17.	T1-BCS-ESC5 (CT-113)	\$3,000.00	x12	\$36,000.00
18.	T1-BCS-ESC6 (CT-112)	\$3,000.00	x12	\$36,000.00
19.	T1-BCS-ESC7 (CT-110)	\$3,000.00	x12	\$36,000.00
20.	T1-BCS-ESC8 (CT-111)	\$3,000.00	x12	\$36,000.00
"TERMINAL 1, D-CONCOURSE"				
21.	S2-RA-ESC1 (D-101)	\$3,000.00	x12	\$36,000.00
22.	S2-RA-ESC2 (D-102)	\$3,000.00	x12	\$36,000.00
23.	S2-RA-ESC3 (D-103)	\$3,000.00	x12	\$36,000.00
24.	S2-RA-ESC4 (D-104)	\$3,000.00	x12	\$36,000.00
25.	S2-RA-ESC5 (D-109)	\$3,000.00	x12	\$36,000.00
26.	S2-RA-ESC6 (D-110)	\$3,000.00	x12	\$36,000.00

24/7 SCHEDULE

ESCALATORS (CONTINUED)

ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
"TERMINAL 1 - C ANNEX"				
27.	T1-CAX-ESC\1 (CAX-101)	\$3,000.00	x12	\$36,000.00
28.	T1-CAX-ESC\2 (CAX-102)	\$3,000.00	x12	\$36,000.00
"TERMINAL 2"				
29.	T2-IAB-ESC\1 (CIT-101)	\$3,000.00	x12	\$36,000.00
30.	T2-CIT-ESC\1 (CIT-104)	\$3,000.00	x12	\$36,000.00
31.	T2-CIT-ESC\2 (CIT-105)	\$3,000.00	x12	\$36,000.00
32.	T2-CIT-ESC\3 (CIT-102)	\$3,000.00	x12	\$36,000.00
33.	T2-CIT-ESC\4 (CIT-103)	\$3,000.00	x12	\$36,000.00
"MRACC - CUSTOMER SERVICE BUILDING"				
34.	CSB-ESC\20 (ES-20)	\$3,000.00	x12	\$36,000.00
35.	CSB-ESC\21 (ES-21)	\$3,000.00	x12	\$36,000.00
36.	CSB-ESC\22 (ES-22)	\$3,000.00	X12	\$36,000.00
37.	CSB-ESC\23 (ES-23)	\$3,000.00	X12	\$36,000.00
38.	CSB-ESC\30 (ES-30)	\$3,000.00	X12	\$36,000.00
39.	CSB-ESC\31 (ES-31)	\$3,000.00	x12	\$36,000.00
40.	CSB-ESC\32 (ES-32)	\$3,000.00	x12	\$36,000.00
41.	CSB-ESC\33 (ES-33)	\$3,000.00	x12	\$36,000.00
42.	CSB-ESC\40 (ES-40)	\$3,000.00	x12	\$36,000.00
43.	CSB-ESC\41 (ES-41)	\$3,000.00	x12	\$36,000.00
44.	CSB-ESC\42 (ES-42)	\$3,000.00	x12	\$36,000.00
45.	CSB-ESC\43 (ES-43)	\$3,000.00	x12	\$36,000.00
24/7 SCHEDULE				
TOTAL ESCALATOR MAINTENANCE				\$1,620,000.00

24/7 SCHEDULE				
NEW TERMINAL 3 ESCALATORS				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
IT IS ANTICIPATED THAT NEW TERMINAL 3 ESCALATORS WILL COME OUT OF WARRANTY IN JANUARY 2013. THE CONTRACTOR SHALL PROVIDE A COST PROPOSAL FOR EACH PIECE OF EQUIPMENT USING JANUARY 2013 DOLLARS. AT THE TIME THESE ESCALATORS COME OUT OF WARRANTY, THE MONTHLY UNIT COST SHOWN TIMES THE NUMBER OF MONTHS REMAINING WILL BE ADDED TO THE BASE CONTRACT AMOUNT FOR THE REMAINDER OF THE CURRENT CONTRACT TERM.				
1.	T3-W-ESC1 (ES01)	\$950.00	x12	\$11,400.00
2.	T3-W-ESC2 (ES02)	\$950.00	x12	\$11,400.00
3.	T3-W-ESC3 (ES03)	\$950.00	x12	\$11,400.00
4.	T3-W-ESC4 (ES04)	\$950.00	x12	\$11,400.00
5.	T3-C-ESC5 (ES05)	\$950.00	x12	\$11,400.00
6.	T3-C-ESC6 (ES06)	\$950.00	x12	\$11,400.00
7.	T3-C-ESC7 (ES07)	\$950.00	x12	\$11,400.00
8.	T3-C-ESC8 (ES08)	\$950.00	x12	\$11,400.00
9.	T3-E-ESC9 (ES09)	\$950.00	x12	\$11,400.00
10.	T3-E-ESC10 (ES10)	\$950.00	X12	\$11,400.00
11.	T3-E-ESC11 (ES11)	\$950.00	X12	\$11,400.00
12.	T3-E-ESC12 (ES12)	\$950.00	X12	\$11,400.00
13.	T3-W-ESC13 (ES13)	\$950.00	x12	\$11,400.00
14.	T3-W-ESC14 (ES14)	\$950.00	x12	\$11,400.00
15.	T3-W-ESC15 (ES15)	\$950.00	x12	\$11,400.00
16.	T3-W-ESC16 (ES16)	\$950.00	x12	\$11,400.00
17.	T3-C-ESC17 (ES17)	\$950.00	x12	\$11,400.00
18.	T3-C-ESC18 (ES18)	\$950.00	x12	\$11,400.00
19.	T3-C-ESC19 (ES19)	\$950.00	x12	\$11,400.00
20.	T3-C-ESC20 (ES20)	\$950.00	x12	\$11,400.00
21.	T3-E-ESC21 (ES21)	\$950.00	x12	\$11,400.00
22.	T3-E-ESC22 (ES22)	\$950.00	x12	\$11,400.00
23.	T3-E-ESC23 (ES23)	\$950.00	x12	\$11,400.00
24.	T3-E-ESC24 (ES24)	\$950.00	x12	\$11,400.00
25.	T3-E-ESC25 (ES25)	\$950.00	x12	\$11,400.00
24/7 SCHEDULE				
TOTAL NEW TERMINAL 3 ESCALATOR MAINTENANCE				\$285,000.00

24/7 SCHEDULE

MOVING WALKWAYS				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
"TERMINAL 1, A-CONCOURSE"				
1.	T1-NC-L2-MW1 (A-102)	\$4,000.00	x 12	\$48,000.00
2.	T1-NC-L2-MW2 (A-101)	\$4,000.00	x 12	\$48,000.00
3.	T1-NC-L2-MW3 (A-104)	\$4,000.00	x12	\$48,000.00
4.	T1-NC-L2-MW4 (A-103)	\$4,000.00	x12	\$48,000.00
"TERMINAL 1, B-CONCOURSE"				
5.	T1-SC-L2-MW1 (B-102)	\$4,000.00	x12	\$48,000.00
6.	T1-SC-L2-MW2 (B-101)	\$4,000.00	x12	\$48,000.00
7.	T1-SC-L2-MW3 (B-104)	\$4,000.00	X12	\$48,000.00
8.	T1-SC-L2-MW4 (B-103)	\$4,000.00	x12	\$48,000.00
"TERMINAL 1, C-CONCOURSE"				
9.	T1-S1-L2-MW1 (C-102)	\$4,000.00	x12	\$48,000.00
10.	T1-S1-L2-MW2 (C-101)	\$4,000.00	x12	\$48,000.00
11.	T1-S1-L2-MW3 (C-104)	\$4,000.00	x12	\$48,000.00
12.	T1-S1-L2-MW4 (C-103)	\$4,000.00	x12	\$48,000.00
"TERMINAL 1, D-CONCOURSE"				
13.	S2-SE-L2-MW1 (D-105)	\$4,000.00	x12	\$48,000.00
14.	S2-SE-L2-MW2 (D-106)	\$4,000.00	x12	\$48,000.00
15.	S2-SW-L2-MW1 (D-107)	\$4,000.00	x12	\$48,000.00
16.	S2-SW-L2-MW2 (D-108)	\$4,000.00	x12	\$48,000.00
17.	S2-NE-L2-MW1 (D-112)	\$4,000.00	x12	\$48,000.00
18.	S2-NE-L2-MW2 (D-111)	\$4,000.00	x12	\$48,000.00
"TERMINAL 1, GOLD PARKING GARAGE"				
19.	T1-PK-GLD-L1-MW1 (G-101)	\$4,000.00	x12	\$48,000.00
20.	T1-PK-GLD-L1-MW2 (G-102)	\$4,000.00	x12	\$48,000.00
21.	T1-PK-GLD-L2-MW1 (G-104)	\$4,000.00	x12	\$48,000.00
22.	T1-PK-GLD-L2-MW2 (G-103)	\$4,000.00	x12	\$48,000.00
"TERMINAL 1 - SKYBRIDGE"				
23.	T1-SKY-L2-MW1 (CAX-103)	\$4,000.00	x12	\$48,000.00
24.	T1-SKY-L2-MW2 (CAX-104)	\$4,000.00	x12	\$48,000.00
25.	T1-SKY-L2-MW3 (CAX-105)	\$4,000.00	x12	\$48,000.00
26.	T1-SKY-L2-MW4 (CAX-106)	\$4,000.00	x12	\$48,000.00
24/7 SCHEDULE				
TOTAL MOVING WALKWAY MAINTENANCE				\$1,248,000.00

03437

24/7 SCHEDULE				
NEW TERMINAL 3 MOVING WALKWAYS				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
IT IS ANTICIPATED THAT NEW TERMINAL 3 MOVING WALKWAYS WILL COME OUT OF WARRANTY IN JANUARY 2013. THE CONTRACTOR SHALL PROVIDE A COST PROPOSAL FOR EACH PIECE OF EQUIPMENT USING JANUARY 2013 DOLLARS. AT THE TIME THESE MOVING WALKWAYS COME OUT OF WARRANTY, THE MONTHLY UNIT COST SHOWN TIMES THE NUMBER OF MONTHS REMAINING WILL BE ADDED TO THE BASE CONTRACT AMOUNT FOR THE REMAINDER OF THE CURRENT CONTRACT TERM.				
1.	T3-W-L2-MW1 (MW01)	\$1,445.00	x12	\$17,340.00
2.	T3-W-L2-MW2 (MW02)	\$1,445.00	x12	\$17,340.00
3.	T3-E-L2-MW3 (MW03)	\$1,445.00	x12	\$17,340.00
4.	T3-E-L2-MW4 (MW04)	\$1,445.00	x12	\$17,340.00
5.	T3-W-L1-MW5 (MW05)	\$1,445.00	x12	\$17,340.00
6.	T3-W-L1-MW6 (MW06)	\$1,445.00	x12	\$17,340.00
7.	T3-C-L1-MW7 (MW07)	\$1,445.00	x12	\$17,340.00
8.	T3-C-L1-MW8 (MW08)	\$1,445.00	x12	\$17,340.00
9.	T3-E-L1-MW9 (MW09)	\$1,445.00	x12	\$17,340.00
10.	T3-E-L1-MW10 (MW10)	\$1,445.00	X12	\$17,340.00
11.	T3-E-L1-MW11 (MW11)	\$1,445.00	X12	\$17,340.00
24/7 SCHEDULE				
TOTAL NEW TERMINAL 3 MOVING WALKWAY MAINTENANCE				\$190,740.00

MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS & MOVING WALKWAYS	
MAINTENANCE COST TOTALS (24/7 SCHEDULE)	
24/7 Schedule Grand Total (To include T3 Building and Parking Garage elevators, escalators and moving walkways.)	\$5,207,880.00

TERMS OF PAYMENT: NET 30 CALENDAR DAYS.

PREPAYMENT DISCOUNT:

The OWNER may choose to take advantage of one or more of the following prepayment discounts:

- A. 1% Quarterly
- B. 2% Semi-Annual
- C. 4% Annual

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RFP NO. 11-003
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT E

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE PURCHASE ORDER DOCUMENT, SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT.

1. Format/Time: The CONTRACTOR, shall provide OWNER with Certificates of Insurance, per the sample format (page A-4), as evidenced by ACORD Form 25 Certificate of Insurance, written by a firm licensed to write such insurance in the State of Nevada, for coverage's as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) calendar days** after the award by the OWNER. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. Best Key Rating: The OWNER requires insurance carriers to maintain during the Contract term, a Best Key Rating of A- VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance. The OWNER requires insurance carriers to maintain during the Contract term, a Best Key Rating of A- VII (seven) or higher, which shall be fully disclosed and entered on the certificate of insurance. A lower Best Key Rating may be accepted with the express written permission of the OWNER.
3. OWNER Coverage: The OWNER, its officers, employees, agents and volunteers must be expressly covered as additional insured's except on workers' compensation insurance coverage.. The CONTRACTOR insurance shall be primary as respects the OWNER, its officers, employees, agents, and volunteers.
4. Endorsement/Cancellation: The CONTRACTOR general and automobile liability insurance policies shall be endorsed to recognize specifically the CONTRACTOR contractual obligation of additional insured to OWNER and must note that the OWNER 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. Worker's Compensation: Worker's compensation insurance in accordance with laws of the State of Nevada covering your employees.
6. Employer's Liability: Employer's liability with a minimum limit of \$1,000,000.
7. Automobile Liability: Automobile liability insurance covering all of your owned and any hired (rented/leased) vehicles while being used off the construction site(s). Minimum limits per occurrence (accident) that you are required to maintain are (**Except \$1,000,000 Minimum On Site**):

a.	Bodily Injury	\$5,000,000.	per occurrence
and b.	Property Damage	\$5,000,000.	per occurrence
or c.	Bodily Injury/Property Damage	\$5,000,000.	Combined single limit
8. Commercial Liability: Commercial liability insurance covering for operations away from the insured project site in a form providing coverage not less than that of a standard Commercial General Liability insurance policy ("Occurrence Form") for operations of the CONTRACTOR and Subcontractors, including Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability with Limits not less than:

Bodily Injury and Property Damage Combined:	
General Aggregate	\$2,000,000.
Products/Completed Operations Aggregate	\$2,000,000.
Personal and Advertising Injury	\$1,000,000.
Each Occurrence Limit	\$1,000,000.
9. Umbrella Liability: Umbrella liability insurance **Off Site** coverage that is excess of the primary automobile liability, employer's liability and general liability coverage's in a form that is as broad as the underlying coverage with limits not less than \$5,000,000.

It is further required that all insurance be on an occurrence basis and not a *claim made* basis.

These are minimum requirements. You may want to discuss with your own agent / broker or risk manager the necessity for additional protection to meet your own individual circumstances.

Other sections that pertain to what you must provide and your responsibilities include:

You must furnish evidence that the above has been complied with prior to starting any work or services on your project.

10. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000** without the express written permission of the OWNER.
11. Professional Liability: Professional liability insurance shall not be less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this Contract and may not be advanced without the consent of the OWNER.
12. Environmental and Clean-up Liability: **Environmental Insurance shall not be less than \$1,000,000 aggregate** for the duration of this Contract.
13. Failure To Maintain Coverage: If the CONTRACTOR fails to maintain any of the insurance coverage's required herein, OWNER may withhold payment, order the CONTRACTOR to stop the work, declare the CONTRACTOR in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. OWNER may collect any replacement insurance costs or premium payments made from the CONTRACTOR or deduct the amount paid from any sums due the CONTRACTOR under this Contract.
14. Damages: The CONTRACTOR is required to remedy all injuries to persons and damage or loss to any property of OWNER, caused in whole or in part by the CONTRACTOR, their subcontractors or anyone employed, directed, or supervised by CONTRACTOR.
15. Cost: The CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).
16. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Department of Aviation, Purchasing, 5757 Wayne Newton Boulevard, P. O. Box 11005, Las Vegas, NV 89111-1005.
17. Insurance Form Instructions: All required insurance coverage as stated herein will be evidenced by a current Acord Form 25 Certificate(s) of Insurance, such Certificates will include, but will not be limited to, the following:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. Successful Bidder's name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) 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) Umbrella Liability Excess Liability (\$5,000,000)
 5. Automobile Liability (Any Auto)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Combined Single Limit (\$5,000,000)
 6. Worker's Compensation
 7. Description: Bid Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 8. Certificate Holder:
Clark County
c/o Department of Aviation-Purchasing
5757 Wayne Newton Boulevard
P.O. Box 11005
Las Vegas, Nevada 89111-1005
 9. Authorized Agent Signature

CLARK COUNTY CERTIFICATE OF INSURANCE ISSUED DAY (MM/DD/YY)

PRODUCER 1. INSURANCE BROKERS NAME, ADDRESS, PHONE & FAX NUMBERS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE	
COMPANY LETTER	A COMPANY'S
COMPANY LETTER	B BEST KEY
COMPANY LETTER	C RATING
COMPANY LETTER	D A- VII or BETTER
COMPANY LETTER	E
3. BEST'S RATING	

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

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

7. DESCRIPTION: CBE-662, CONTRACT FOR MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS (RFP NO. 11-003), CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE ADDITIONAL INSURED IN CONNECTION WITH THIS PROJECT. PER ISO FORM ENCLOSED (ENDORSEMENT FORM)

8. CERTIFICATE HOLDER CLARK COUNTY C/O DEPARTMENT OF AVIATION PURCHASING 5757 WAYNE NEWTON BLVD. P.O. BOX 11005 LAS VEGAS, NV 89111-1005	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 9. Authorized Agent
--	--

NAMED INSURED:			
POLICY PERIOD:			ENDORSEMENT EFFECTIVE DATE:
CBE No.	662	TITLE:	CONTRACT FOR MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALK-WAYS (RFP 11-003)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED:

CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

Automobile Liability - (as per form above)

Policy No:

General Liability - (as per form above)

Policy No.:

SCHEDULE (if required)

Name of Person or Organization:

Locations and Description of Completed Operations:

STURPLE

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

Section II

Who is an insured is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Authorized Agent (print name)

Signature

Date

**CBE-662
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS (RFP 11-003)
ATTACHMENT 1
AFFIDAVIT**

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 this contract, identified as CBE No. 662, entitled Maintenance Services for Elevators, Escalators & Moving Walkways (RFP 11-003);
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature

State of Nevada
County of Clark

On this _____ day of _____, _____, before the undersigned Notary Public, personally appeared _____, having proved on a satisfactory basis to be the person(s) whose name(s) _____ subscribed to this instrument, and acknowledge that _____ executed it.

Witness my hand and official seal.

Notary's Signature

RFP NO. 11-003
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT F
SUBCONTRACTOR INFORMATION

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a MBE WBE DBE 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 fifty-one (51%) percent 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 that performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more women.

DISADVANTAGED BUSINESS ENTERPRISE (DBE): A small business as defined by Small Business Administration owned and controlled by one or more socially and economically individuals, that is certified in accordance with U.S. Dept. of Transportation regulations 49CFR Part 26 and/or 23.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent 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 two million dollars (\$2,000,000).

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business that 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.

RFP NO. 11-003
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT F
SUBCONTRACTOR INFORMATION

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

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: MBE WBE PBE SBE NBE
Ethnicity: Asian Black Caucasian Hispanic Native American Other: _____

 2. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: MBE WBE PBE SBE NBE
Ethnicity: Asian Black Caucasian Hispanic Native American Other: _____

 3. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: MBE WBE PBE SBE NBE
Ethnicity: Asian Black Caucasian Hispanic Native American Other: _____

 4. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: MBE WBE PBE SBE NBE
Ethnicity: Asian Black Caucasian Hispanic Native American Other: _____

 5. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: MBE WBE PBE SBE NBE
Ethnicity: Asian Black Caucasian Hispanic Native American Other: _____

 6. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: MBE WBE PBE SBE NBE
Ethnicity: Asian Black Caucasian Hispanic Native American Other: _____
- No MBE, WBE, PBE, SBE, nor NBE subcontractors will be used.

**CBE-662
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS (RFP 11-003)
EXHIBIT G**

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type					
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
Business Designation Group					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise		
Corporate/Business Entity Name:		KONE Inc.			
(Include d.b.a., if applicable)					
Street Address:		One KONE Court	Website: www.kone.com		
City, State and Zip Code:		Moline, IL 61265	POC Name and Email:		
Telephone No:		(309) 764-6771	Fax No:		
Local Street Address:		2060 Pama Lane	Website: www.kone.com		
City, State and Zip Code:		Las Vegas, NV 89119	Local Fax No: (702) 269-0922		
Local Telephone No:		(702) 269-0919	Local POC Name Email: jon.jasper@kone.com		
Number of Clark County Nevada Residents Employed: 65					

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

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

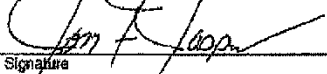
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

This section is not required for publicly-traded corporations.

- 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 employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, 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 complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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


 Signature
 District Manager
 Title

Jon F. Jasper
 Print Name
 May 19, 2011
 Date

KONE Inc.
Directors and Officers



First Name	Last Name	Title	Business Address
Vance W.	Tang	President & CEO; Director/Chairman of the Board	4225 Naperville Road, Suite 400 Lisle, IL 60532
Kenneth E.	Schmid, Jr.	Senior Vice President Finance, Chief Financial Officer, Director	4225 Naperville Road, Suite 400 Lisle, IL 60532
Jeffrey S.	Blum	Senior Vice President West	1751 Harbor Bay Parkway, Suite 150 Alameda, CA 94502
Thomas	Bulat	Senior Vice President Northeast	One Meadowlands Plaza, Suite 802 East Rutherford, NJ 07073
Dennis L.	Gerard	Senior Vice President Central	4225 Naperville Road, Suite 400 Lisle, IL 60532
Octavia	Matthews	Senior Vice President Southeast	3650 George Busbee Parkway, Suite 360 Kennesaw, GA 30144
Wes	Askren	Senior Vice President Business Development	4225 Naperville Road, Suite 400 Lisle, IL 60532
Jay	Dietz	Senior Vice President Operations	4225 Naperville Road, Suite 400 Lisle, IL 60532
Charles D.	Moore	Senior Vice President Human Resources	4225 Naperville Road, Suite 400 Lisle, IL 60532
Juss	Oljala	Senior Vice President Supply and Sourcing	4225 Naperville Road, Suite 400 Lisle, IL 60532
Kurt E.	Stepaniak	Senior Vice President Law & Acquisitions; Secretary	4225 Naperville Road, Suite 400 Lisle, IL 60532
Ronald L.	Bagwill	Vice President, Director of Supply Unit Americas	One Allen Center 700 Central Expwy South Allen, TX 75013
Michael P.	Bausohka	Treasurer	One KONE Court Moline, IL 61265
John	Dahlquist, Jr.	Assistant Secretary	4225 Naperville Road, Suite 400 Lisle, IL 60532
Barbara	Brockmeyer	Assistant Treasurer	One KONE Court Moline, IL 61265

DISCLOSURE OF RELATIONSHIP

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

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

* 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)

For County Use Only:

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

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

 Signature

 Print Name
 Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

For County Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

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Notes/Comments:

Signature

Print Name
Authorized Department Representative

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Notes/Comments:

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>	
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise			
Corporate/Business Entity Name:		KONE Inc.				
<i>(Include d.b.a., if applicable)</i>						
Street Address:		One KONE Court	Website: www.kone.com			
City, State and Zip Code:		Moline, IL 61265	POC Name and Email:			
Telephone No:		(309) 764-6771	Fax No:			
Local Street Address:		2060 Pama Lane	Website: www.kone.com			
City, State and Zip Code:		Las Vegas, NV 89119	Local Fax No: (702) 269-0922			
Local Telephone No:		(702) 269-0919	Local POC Name Email: jon.jasper@kone.com			
Number of Clark County Nevada Residents Employed:						

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

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


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

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
See Attached		

This section is not required for publicly-traded corporations.

- 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 employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, 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 complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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



 Signature
 Senior Vice President

 Title

JEFF BLUM

 Print Name
 7/14/11

 Date

Revised 2/1/11
03450

DISCLOSURE OF RELATIONSHIP

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

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

* 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)

For County Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

Revised 3/1/11
03451

DISCLOSURE OF RELATIONSHIP

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

Revised 3/1/11
03452

ER3452

KONE Inc.
Directors and Officers



First Name	Last Name	Title	Business Address
Vance W.	Tang	President & CEO; Director/Chairman of the Board	4225 Naperville Road, Suite 400 Lisle, IL 60532
Kenneth E.	Schmid, Jr.	Senior Vice President Finance, Chief Financial Officer, Director	4225 Naperville Road, Suite 400 Lisle, IL 60532
Jeffrey S.	Blum	Senior Vice President West	1751 Harbor Bay Parkway, Suite 150 Alameda, CA 94502
Thomas	Bulat	Senior Vice President Northeast	One Meadowlands Plaza, Suite 802 East Rutherford, NJ 07073
Dennis L.	Gerard	Senior Vice President Central	4225 Naperville Road, Suite 400 Lisle, IL 60532
Octavia	Mathews	Senior Vice President Southeast	3550 George Busbee Parkway, Suite 360 Kennesaw, GA 30144
Wes	Askren	Senior Vice President Business Development	4225 Naperville Road, Suite 400 Lisle, IL 60532
Jay	Dietz	Senior Vice President Operations	4225 Naperville Road, Suite 400 Lisle, IL 60532
Charles D.	Moore	Senior Vice President Human Resources	4225 Naperville Road, Suite 400 Lisle, IL 60532
Jussi	Oijala	Senior Vice President Supply and Sourcing	4225 Naperville Road, Suite 400 Lisle, IL 60532
Kurt E.	Stepanlak	Senior Vice President Law & Acquisitions; Secretary	4225 Naperville Road, Suite 400 Lisle, IL 60532
Ronald L.	Bagwill	Vice President, Director of Supply Unit Americas	One Allen Center 700 Central Expwy South Allen, TX 75013
Michael P.	Bauschka	Treasurer	One KONE Court Moline, IL 61205
John	Dahlquist, Jr.	Assistant Secretary	4225 Naperville Road, Suite 400 Lisle, IL 60532
Barbara	Brockmeyer	Assistant Treasurer	One KONE Court Moline, IL 61265

CC 2x 33



McCarran International Airport
 PO Box 11005
 Las Vegas NV 89111-1005,
 Phone:(702)261-5177,Fax:(702) 261-3647
 Tax ID No. 88-6000028



Revised

Blanket Purchase Order 4300011392-307

Page 1 of 2

Order Date	07/15/2008	Vendor Address:	
Last change date	06/17/2009	Vendor Number:	506074
Payment Terms	Net 30 Days	TRUESDELL CORPORATION	
Buyer	Maria Mendoza	1310 WEST 23RD STREET	
Phone	702-261-5161	TEMPE, AZ 85282	
Required Delivery Date	06/30/2009	Contact Person:	NANCY MACKOWIAK
Inco Terms	DESTINATION PREPAY & ADD	Billing Address:	
Inco Terms(Part 2)	N/A	McCarran International Airport	
Validity Period	07/01/2008-06/30/2009	Finance Office	
Reference Number	PR 10154197	PO Box 11005	
Confirmation By	NANCY MACKOWIAK	Las Vegas NV 89111-1005	
Contact Person	WILLIAM RASH	Delivery Address:	
Phone Number	(702) 261-5136	McCarran Intl Airport	
		505 E. Bell Road	
		Las Vegas NV 89119	

Dave Rash
BPO 08/09

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
10	Guideway Repairs	14,050.00	USD	1.00 / USD	14,050.00
	7/1/08 - 6/30/09				
<p>THIS IS A BLANKET P.O. NOT TO EXCEED THE AMOUNT STATED ON THE P.O. LINE ITEM AND FOR THE SPECIFIED PERIOD. ITEMS WILL BE ORDERED ON AN AS-NEEDED BASIS.</p> <p>ALL ITEMS MUST BE DELIVERED WITH A PRICED DELIVERY TICKET OR INVOICE. PRICES ARE BASED ON QUOTES RECEIVED AND ARE INCLUSIVE OF ALL AND ANY ASSOCIATED COSTS.</p> <p>WAREHOUSE DELIVERIES: DELIVERY HOURS ARE 8:00 AM - 11:00 AM & 12:00 PM - 3:00 PM. IT IS PREFERRED THAT APPOINTMENTS ARE MADE BY CALLING (702) 261-5626.</p> <p>Vendor POC: 702-898-1311 DOA POC: Dave Rash 702-261-5136 *** Item partially delivered ***</p>					
					Total \$ 14,050.00

Exhibit No. CCx33
 Witness M. Moran
 Date 6/26/13

KWD CCR# 711

03454

ER3454



McCarran International Airport
PO Box 11005
Las Vegas NV 89111-1005,
Phone:(702)261-5177,Fax:(702) 261-3647
Tax ID No. 88-6000028



Revised

Blanket Purchase Order 4300011392-307

Page 2 of 2

INSTRUCTIONS TO VENDOR:

This Purchase Order is subject to the Terms and Conditions incorporated herein by this reference. All deliveries must be accompanied with a Priced Packing Slip. For billing questions please call (702) 261-5177 or fax to (702) 261-3040. For more information please refer to the Purchasing Section under About the Airport, Business Opportunities at www.McCarran.com. Note: All invoices must be submitted with the appropriate Purchase Order referenced.

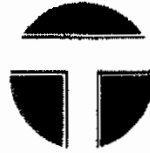
SIGNATURE

DATE: 06/17/2009

Maria Mendoza
PHONE :702-261-5161

03455

ER3455



AZ Lic. ROC 137832, K05
 AZ Lic. ROC 147478, KA
 AZ Lic. ROC 183146, B1
 NV Lic. 0034823, C40
 NM Lic. 91865, GB98
 UT Lic. 8909940-5501, B100, E100

TRUESDELL CORPORATION

1-888-81-EPOXY

1310 W. 23rd STREET
 TEMPE, ARIZONA 85282-1837
 FAX (602) 437-1821

Concrete Repair & Strengthening

www.truesdellcorp.com

PHOENIX (602) 437-1711
 TUCSON (520) 622-1799
 NEVADA (702) 898-1311

CLARK COUNTY, NEVADA
 MCCARRAN INTL AIRPORT
 P.O. BOX 11005, FINANCE OFFICE
 LAS VEGAS, NV 89111-1005
 PH: (702) 261-5100

SENT TO Dave Gass

INVOICE ID: 79299
 DRAW ID: APP. #01
 DATE: September 9, 2008

SEP 16 2008

APPROVE FOR PAYMENT
 & RETURN TO A/P
 KB

Project Mgr:

CONTRACT ID: 10-08-158
 MCCARRAN AIRPORT
 LOCATION: MCCARRAN AIRPORT
 TRAM & GUIDEWAY REPAIRS
 LAS VEGAS, NV

CUSTOMER ID: 10-0293
 PO #: 4300011392-307
 Terms: 30
 Period To: 9/8/2008

TRUESDELL CORPORATION PERFORMED THE AIRPORT TRAM AND GUIDEWAY REPAIRS PER PROPOSAL #1203008 DATED 8/29/08 AND P.O. 4300011392-307 DATED 7/15/08

Invoice Sub-total	14,040.00
Sales Tax -NV	0.00
Retainage Held	0.00
Total Due this Invoice	14,040.00

Billed to date: 14,040.00
 Paid to date: 0.00
 Retainage
 Total amount due on Contract: 14,040.00

CLARK COUNTY DEPARTMENT OF AVIATION APPROVED FOR PAYMENT-FACILITIES DIVISION	
Supervisor Signature:	<u>[Signature]</u>
Date:	<u>9/22/08</u>
Location:	
Detail/Description:	
PO#:	<u>4300011392</u>
MATERIAL DOC.#:	<u>5000499668</u>
BALANCE AMT:	<u>5966500</u>
Manager Signature:	<u>[Signature]</u>
Date Sent to A/P:	
Date Copy Filed:	

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03456

ER3456

CC Ex 34



McCarran International Airport
 PO Box 11005
 Las Vegas NV 89111-1005,
 Phone:(702)261-5177,Fax:(702) 261-3647
 Tax ID No. 88-6000028



Purchase Order 4500104430-307

Page 1 of 2

Order Date	04/09/2009
Last change date	N/A
Payment Terms	Net 30 Days
Buyer	Maria Mendoza
Phone	702-261-5161
Inco Terms	SPECIAL INSTRUCTION BELOW
Inco Terms(Part 2)	N/A
Reference Number	PR 10211999
Confirmation By	NANCY MACKOWIAK
Contact Person	WILLIAM RASH
Phone Number	(702) 261-5136

Vendor Address
Vendor Number:506074 TRUESDELL CORPORATION 1310 WEST 23RD STREET TEMPE, AZ 85282 Contact Person: NANCY MACKOWIAK

Billing Address
McCarran International Airport Finance Office PO Box 11005 Las Vegas NV 89111-1005

Delivery Address
SEE SHIPPING INSTRUCTIONS BELOW SEE BILL TO BELOW

Dave Rash

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
10	Restrainer Attachment Removals	3,840.00	USD	1.00 / USD	3,840.00
	*** Item completely delivered ***				
20	Stair Re-sloping	4,840.00	USD	1.00 / USD	4,840.00
	*** Item completely delivered ***				
30	Drain Installation and Piping	7,640.00	USD	1.00 / USD	7,640.00

Exhibit No. CC 34
 Witness W. Moran
 Date 6/26/13

KWD CCR# 7103457

ER3457



McCarran International Airport
 PO Box 11005
 Las Vegas NV 89111-1005,
 Phone:(702)261-5177,Fax:(702) 261-3647
 Tax ID No. 88-6000028



Purchase Order 4500104430-307

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
	(Repairs - C-Tram Guideway)				
	Per Proposal #1335009 by Jeremy Leib, dated 3/31/09				
	Vendor POC: Jeremy Leib 602-437-1711 602-437-1821 Fax				
	DOA POC: Dave Rash 702-261-5136				
	ALL ITEMS MUST BE DELIVERED WITH A PRICED DELIVERY TICKET OR INVOICE. PRICES ARE BASED ON QUOTES RECEIVED AND ARE INCLUSIVE OF ALL AND ANY ASSOCIATED COSTS.				
	NOTE: Please contact Dave Rash 702-261-5136 to coordinate commencement of work				
	*** Item completely delivered ***				
					Total \$ 16,320.00

INSTRUCTIONS TO VENDOR:

This Purchase Order is subject to the Terms and Conditions incorporated herein by this reference. All deliveries must be accompanied with a Priced Packing Slip. For billing questions please call (702) 261-5177 or fax to (702) 261-3040. For more information please refer to the Purchasing Section under About the Airport, Business Opportunities at www.McCarran.com. Note: All Invoices must be submitted with the appropriate Purchase Order referenced.

SIGNATURE

DATE: 04/09/2009

Maria P. Mendoza

Maria Mendoza
 PHONE :702-261-5161

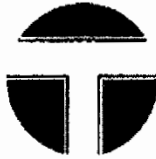
03458

ER3458

APPROVE FOR PAYMENT
& RETURN TO A/P
LB

MAY 21 2009

AZ Lic. ROC 137832, K05
AZ Lic. ROC 147478, KA
AZ Lic. ROC 183145, B1
NV Lic. 0034823, C40
NM Lic. 91865, GB98
UT Lic. 6909940-5501, B100, E100



SENT TO *Dave Raul*

TRUESDELL CORPORATION

1-888-81-EPOXY

1310 W. 23rd STREET
TEMPE, ARIZONA 85282-1837
FAX (602) 437-1821

Concrete Repair & Strengthening

PHOENIX (602) 437-1711
TUCSON (520) 822-1799
NEVADA (702) 898-1311

www.truesdellcorp.com

CLARK COUNTY, NEVADA
MCCARRAN INTL AIRPORT
P.O. BOX 11005, FINANCE OFFICE
LAS VEGAS, NV 89111-1005

INVOICE ID: 79531
DRAW ID: APP. #01
DATE: May 15, 2009

SALESPERSON:

CONTRACT ID: 10-09-117
TRAM & GUIDEWAY REPAIRS
LOCATION: MCCARRAN INTERNATIONAL AIRPORT
LAS VEGAS, NV

CUSTOMER ID: 10-0293
PO #: 4500104430-307

TRUESDELL CORPORATION PERFORMED THE RESTRAINER ATTACHMENT REMOVALS, DRAIN
INSTALLATION AND PIPING AND STAIR RESLOPING PER PROPOSAL #1335009 DATED 3/31/09 AND
P.O. #4500104430-307 DATED 4/15/09

Item	Description	Units Contracted	Unit of measure	Unit Price	Total Units in Place	Units in Place this Period	Current Billing
10	RESTRAINER ATTACHMENT F	1.00	EA	3,840.00	1.00	1.00	3,840.00
20	STAIR RE-SLOPING	1.00	EA	4,840.00	1.00	1.00	4,840.00
30	DRAIN INSTALLTION AND PIPI	1.00	EA	7,640.00	1.00	1.00	7,640.00
Total							16,320.00

Invoice Sub-total 16,320.00

Amount due this Invoice \$16,320.00

Contract Summary

Original amount	Approved changes
16,320.00	0.00

Revised amount	Approved amount	Remaining amount	Billed percent	Retainage balance
0.00	16,320.00	0.00	100.00 %	0.00
CLARK COUNTY DEPARTMENT OF AVIATION APPROVED FOR PAYMENT-FACILITIES DIVISION Supervisor Signature: _____ Date: _____ Location: _____ Detail/Description: _____ PO#: 4500104430 MATERIAL DOC #: 5000359636 BALANCE AMT: RECEIVED MAY 21 2009 Manager Signature: _____ Date Sent to A/P: _____ Date of Invoice: _____ ACCOUNTS PAYABLE McCarran Int'l Airport Accounting Office				

Providing Concrete Solutions Since 1975

03459

ER3459

CC 435



McCarran International Airport
 PO Box 11005
 Las Vegas NV 89111-1005,
 Phone:(702)261-5177,Fax:(702) 261-3647
 Tax ID No. 88-6000028



Revised

Purchase Order 4500115626-307

Page 1 of 2

Order Date 08/05/2009 Last change date 06/16/2010 Payment Terms Net 30 Days Buyer Maria Mendoza Phone 702-261-5181 Inco Terms DESTINATION - FREIGHT PREPAID Inco Terms(Part 2) N/A Reference Number PR 10239613 Confirmation By NANCY MACKOWIAK Contact Person WILLIAM RASH Phone Number (702) 261-5136	Vendor Address Vendor Number:506074 TRUESDELL CORPORATION 1310 WEST 23RD STREET TEMPE, AZ 85282 Contact Person: NANCY MACKOWIAK
	Billing Address McCarran International Airport Finance Office PO Box 11005 Las Vegas NV 89111-1005
	Delivery Address McCarran Intl Airport 505 E. Bell Road Las Vegas NV 89119

Dave Rash

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
10	Concrete Repair South Guideway (D-Gate)	4,468.00	USD	1.00 / USD	4,468.00
<p>Per Proposal No. 1361009-2 Revision 1 by Jeremey Leib, dated 8/4/09</p> <p>Vendor POC: Jeremey Leib 602-437-1711 602-437-1821 Fax</p> <p>DOA POC: Dave Rash 702-261-5136 702-261-5025 Fax</p> <p>ALL ITEMS MUST BE DELIVERED WITH A PRICED DELIVERY TICKET OR INVOICE. PRICES ARE BASED ON QUOTES RECEIVED AND ARE INCLUSIVE OF ALL AND ANY ASSOCIATED COSTS.</p> <p>*** Item completely delivered ***</p>					
Total \$ 4,468.00					

Exhibit No. CC x 35
 Witness M. Moran
 Date 6/26/13

KWD CCR# 711 **03460**



McCarran International Airport
PO Box 11005
Las Vegas NV 89111-1005,
Phone:(702)261-5177,Fax:(702) 261-3647
Tax ID No. 88-6000028



Revised

Purchase Order 4500115626-307

Page 2 of 2

INSTRUCTIONS TO VENDOR:

This Purchase Order is subject to the Terms and Conditions incorporated herein by this reference. All deliveries must be accompanied with a Priced Packing Slip. For billing questions please call (702) 261-5177 or fax to (702) 261-3040. For more information please refer to the Purchasing Section under About the Airport, Business Opportunities at www.McCarran.com. Note: All Invoices must be submitted with the appropriate Purchase Order referenced.

SIGNATURE

DATE: 06/16/2010

Maria P. Mendoza

Maria Mendoza

PHONE :702-261-5161

03461

ER3461



AZ Lic. ROC 137832, K05
 AZ Lic. ROC 147478, KA
 AZ Lic. ROC 163146, B1
 NV Lic. 0034823, C40
 NM Lic. 91865, GB98
 UT Lic. 6909940-5501, B100, E100

TRUESDELL CORPORATION

1-888-81-EPOXY

1310 W. 23rd STREET
 TEMPE, ARIZONA 85282-1837
 FAX (602) 437-1821

Concrete Repair & Strengthening

www.truesdellcorp.com

PHOENIX (602) 437-1711
 TUCSON (602) 622-1799
 NEVADA (702) 898-1311

CLARK COUNTY, NEVADA
 MCCARRAN INTL AIRPORT
 P.O. BOX 11005, FINANCE OFFICE
 LAS VEGAS, NV 89111-1005
 PH: 702-261-5100

INVOICE ID: 79623
 DRAW ID: APP. #01
 DATE: August 31, 2009

CONTRACT ID: 10-09-138
 MCCARRAN GUIDEWAY REPAIRS
 LOCATION: MCCARRAN AIRPORT
 SOUTH GUIDEWAY REPAIRS
 505 E. BELL ROAD
 LAS VEGAS, NV

Project Mgr.
 CUSTOMER ID: 10-0293
 PO #: 4500118626
 Terms: 30
 Period To: 8/31/2009

TRUESDELL CORPORATION PERFORMED THE REPAIRS TO THE ESPALLED CONCRETE ON SOUTH GUIDEWAY @2680' PER PROPOSAL #1361009-2 REV. 1 DATED 8/4/09

Invoice Sub-total	4,468.00
Sales Tax -NV	0.00
Retainage Held	0.00
Total Due this Invoice	4,468.00

Billed to date: 4,468.00
 Paid to date: 0.00
 Retainage
 Total amount due on Contract: 4,468.00

CLARK COUNTY DEPARTMENT OF AVIATION	
APPROVED FOR PAYMENT-FACILITIES DIVISION	
Supervisor Signature:	
Date:	9-2-09
Location:	Terminal 1
Detail/Description:	CONCRETE REPAIR/ATS
PO#:	4500118626
MATERIAL DOC.#:	5000602921
BALANCE AMT:	\$ 0.00
Manager Signature:	[Signature]
Date Sent to A/P:	
Date Copy Filed:	

APPROVE FOR PAYMENT
 & RETURN TO A/P
 LB

SEP 03 2009

SENT TO Dave Rash

RECEIVED SEP 03 2009
 McCarran Int'l Airport
 Accounting Office
 ACCOUNTS PAYABLE

CONDITIONAL LIEN RELEASE UPON FINAL PAYMENT

[Pursuant to A.R.S. 33-1008]

Project: McCarran Guideway Repairs

TC Job No: 10-09-138

On receipt by the undersigned of a check from Clark County, Nevada the sum of \$4,468.00 payable to Truesdell Corporation and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the job McCarran Guideway Repairs located in Las Vegas, NV. This release covers the final payment to the undersigned for all labor, services, equipment or materials furnished to the job site or to Clark County, NV except for disputed claims in the amount of \$00. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all his laborers, subcontractors, material men and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Dated: 8/31/09

Truesdell Corporation, Inc.

(Company Name)

By: Kammy Wilkinson
(Signature)

Kammy Wilkinson, A/R Administrator
(Name & Title)



McCarran International Airport
 PO Box 11005
 Las Vegas NV 89111-1005,
 Phone:(702)261-5177,Fax:(702) 261-3647
 Tax ID No. 88-6000028

Exhibit No: CCX 36
 Witness: M. Moran
 Date: 6/26/13



KWD CCR# 711

Page 1 of 2

Purchase Order 4500148830-310

Order Date	09/27/2010	Vendor Address	Vendor Number:506074 TRUESDELL CORPORATION 1310 WEST 23RD STREET TEMPE, AZ 85282 Contact Person: JEREMEY LEIB Phone: 888-813-7699
Last change date	N/A	Billing Address	McCarran International Airport Finance Office PO Box 11005 Las Vegas NV 89111-1005
Payment Terms	Net 30 Days	Delivery Address	CLARK COUNTY MCCARRAN INT AIRPORT WAREHOUSE 505 E BELL ROAD OFF PARADISE LAS VEGAS NV 89119
Buyer	Natalie DePina		
Phone	702-261-5737		
Inco Terms	DESTINATION - FREIGHT PREPAID		
Inco Terms(Part 2)	N/A		
Reference Number	PR 10322305		
Confirmation By	JEREMEY LEIB		
Contact Person	STEVEN JAY		
Phone Number	(702) 261-5138		

STEVEN JAY, FACILITIES

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
10	D-Gates Tram Guideway Repair	8,280.00	USD	1.00 / USD	8,280.00
<p>EMERGENCY REPAIRS TO THE D-GATES TRAM GUIDEWAY.</p> <p>**ALL DELIVERIES MUST BE ACCOMPANIED BY A PRICED PACKING SLIP**</p> <p>P.O. NOT TO EXCEED THE AMOUNT STATED ON THE PO LINE ITEM AND FOR THE SPECIFIC PERIOD.</p> <p>PRICING PER PROPOSAL NUMBER 15708-10 DATED 9/21/2010, BY JEREMEY LEIB.</p> <p>ALL ITEMS MUST BE DELIVERED WITH A PRICED DELIVERY TICKET OR INVOICE. PRICES BASED ON QUOTES RECEIVED AND ARE INCLUSIVE OF ALL AND ANY ASSOCIATED COSTS.</p> <p>WAREHOUSE DELIVERIES: DELIVERY HOURS ARE 6:00 AM - 3:30 PM. APPOINTMENTS ARE NOT NECESSARY, BUT MAY BE MADE BY CALLING (702) 261-5626.</p> <p>VENDOR POC: JEREMEY LEIB, PH 888-813-7699, FAX 602-437-1821</p> <p>DOA POC: STEVEN JAY, PH 702-261-5138, FAX 702-261-5025</p> <p>*** Item completely delivered ***</p>					
Total					8,280.00



McCarran International Airport
PO Box 11005
Las Vegas NV 89111-1005,
Phone:(702)261-5177,Fax:(702) 261-3647
Tax ID No. 88-6000028



Page 2 of 2

Purchase Order 4500148830-310

INSTRUCTIONS TO VENDOR:

This Purchase Order is subject to the Terms and Conditions incorporated herein by this reference. All deliveries must be accompanied with a Priced Packing Slip. For billing questions please call (702) 261-5177 or fax to (702) 261-3040. For more information please refer to the Purchasing Section under About the Airport, Business Opportunities at www.McCarran.com. Note: All invoices must be submitted with the appropriate Purchase Order referenced.

SIGNATURE

DATE: 09/27/2010

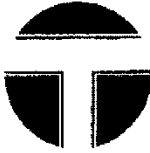
Natalie DePina

Natalie DePina

PHONE :702-261-5737

03465

ER3465



AZ Lic. ROC 137832, K05
 AZ Lic. ROC 147478, KA
 AZ Lic. ROC 163145, B1
 NV Lic. 0034823, C40
 NM Lic. 91865, GB98
 UT Lic. 6909940-5501, B100, E100

TRUESDELL CORPORATION

1-888-81-EPOXY

1310 W. 23rd STREET
 TEMPE, ARIZONA 85282-1837
 FAX (602) 437-1821

Concrete Repair & Strengthening

www.truesdellcorp.com

PHOENIX (602) 437-1711
 TUCSON (888) 813-7699
 NEVADA (888) 813-7699

CLARK COUNTY, NEVADA
 MCCARRAN INTL AIRPORT
 P.O. BOX 11005, FINANCE OFFICE
 LAS VEGAS, NV 89111-1005
 PH: 702-261-5100

INVOICE ID: 797820
 DRAW ID: APP. #01
 DATE: September 27, 2010

CONTRACT ID: 10-10-154
 TRAM & GUIDEWAY REPAIRS
 LOCATION: MCCARRAN AIRPORT
 505 E. BELL ROAD
 LAS VEGAS, NV

Project Mgr:
 CUSTOMER ID: 10-0293
 PO #: 4500148830-310
 Terms: 30
 Period To: 10/27/2010

TRUESDELL CORPORATION PERFORMED THE L BRACKET REPAIRS PER PROPOSAL #15708-10 DATED 9/21/10 AND CLARK COUNTY P.O. 4500148830-310

Invoice Sub-total	8,280.00
Sales Tax -NV	0.00
Retainage Held	0.00
Total Due this Invoice	

Billed to date: 8,280.00
 Paid to date: 0.00
 Retainage
 Total amount due on Contract: 8,280.00

CLARK COUNTY DEPARTMENT OF AVIATION	
APPROVED FOR PAYMENT-FACILITIES DIVISION	
Supervisor Signature:	_____
Date:	10-6-10
Location:	_____
Detail/Description:	GUIDEWAY REPAIR
PO#:	4500148830
MATERIAL DOC#:	5000754017
BALANCE AMT:	60.00
Manager Signature:	_____
Date Sent to A/P:	_____
Date Copy Filed:	_____

APPROVE FOR PAYMENT
 & RETURN TO A/P
 LB

OCT 05 2010

SENT TO *Steven Jays*

RECEIVED

OCT 04 2010 RECD AP
 OCT 04 2010

Mccarran Int'l Airport
 Accounting Office

"PLEASE DO MIGO"

MATERIAL# _____
 DOC# _____

Providing Concrete Solutions Since 1975

03466

ER3466

CL 24 37 37



McCarran International Airport
 PO Box 11005
 Las Vegas NV 89111-1005,
 Phone:(702)261-5177,Fax:(702) 261-3647
 Tax ID No. 88-6000028



Revised

Blanket Purchase Order 4300011392-307

Page 1 of 2

Order Date	07/15/2008	Vendor Address	Vendor Number:506074
Last change date	06/17/2009		TRUESDELL CORPORATION
Payment Terms	Net 30 Days		1310 WEST 23RD STREET
Buyer	Maria Mendoza		TEMPE, AZ 85282
Phone	702-261-5161		Contact Person: NANCY MACKOWIAK
Required Delivery Date	06/30/2009	Billing Address	McCarran International Airport
Inco Terms	DESTINATION PREPAY & ADD		Finance Office
Inco Terms(Part 2)	N/A		PO Box 11005
Validity Period	07/01/2008-06/30/2009		Las Vegas NV 89111-1005
Reference Number	PR 10154197	Delivery Address	McCarran Intl Airport
Confirmation By	NANCY MACKOWIAK		505 E. Bell Road
Contact Person	WILLIAM RASH		Las Vegas NV 89119
Phone Number	(702) 261-5136		

Dave Rash
BPO 08/09

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
10	Guideway Repairs	14,050.00	USD	1.00 / USD	14,050.00
7/1/08 - 6/30/09					
THIS IS A BLANKET P.O. NOT TO EXCEED THE AMOUNT STATED ON THE P.O. LINE ITEM AND FOR THE SPECIFIED PERIOD. ITEMS WILL BE ORDERED ON AN AS-NEEDED BASIS.					
ALL ITEMS MUST BE DELIVERED WITH A PRICED DELIVERY TICKET OR INVOICE. PRICES ARE BASED ON QUOTES RECEIVED AND ARE INCLUSIVE OF ALL AND ANY ASSOCIATED COSTS.					
WAREHOUSE DELIVERIES: DELIVERY HOURS ARE 8:00 AM - 11:00 AM & 12:00 PM - 3:00 PM. IT IS PREFERRED THAT APPOINTMENTS ARE MADE BY CALLING (702) 261-5626.					
Vendor POC: 702-898-1311					
DOA POC: Dave Rash 702-261-5136					
*** Item partially delivered ***					
					Total \$ 14,050.00

Exhibit No. CCx 37
 Witness M. Moran
 Date 6/26/13

03467

KWD CCR# 711

ER3467



McCarran International Airport
PO Box 11005
Las Vegas NV 89111-1005,
Phone:(702)261-5177,Fax:(702) 261-3647
Tax ID No. 88-6000028



Revised

Blanket Purchase Order 4300011392-307

Page 2 of 2

INSTRUCTIONS TO VENDOR:

This Purchase Order is subject to the Terms and Conditions incorporated herein by this reference. All deliveries must be accompanied with a Priced Packing Slip. For billing questions please call (702) 261-5177 or fax to (702) 261-3040. For more information please refer to the Purchasing Section under About the Airport, Business Opportunities at www.McCarran.com. Note: All invoices must be submitted with the appropriate Purchase Order referenced.

SIGNATURE

DATE: 06/17/2009

Maria P. Mendoza

Maria Mendoza

PHONE :702-261-5161

03468

ER3468



AZ Lic. ROC 137832, K05
 AZ Lic. ROC 142478, KA
 AZ Lic. ROC 163146, B1
 NV Lic. 0034623, C40
 NM Lic. 91865, GB98
 UT Lic. 6909940-5501, B100, E100

TRUESDELL CORPORATION

1-888-81-EPOXY

1310 W. 23rd STREET
 TEMPE, ARIZONA 85282-1837
 FAX (602) 437-1821

Concrete Repair & Strengthening

www.truesdellcorp.com

PHOENIX (602) 437-1711
 TUCSON (520) 622-1799
 NEVADA (702) 898-1311

CLARK COUNTY, NEVADA
 MCCARRAN INTL AIRPORT
 P.O. BOX 11005, FINANCE OFFICE
 LAS VEGAS, NV 89111-1005
 PH: (702) 281-5100

SENT TO Dave Bass

INVOICE ID: 79299
 DRAW ID: APP. #01
 DATE: September 9, 2008

SEP 16 2008

APPROVE FOR PAYMENT
 & RETURN TO A/P
 KB

Project Mgr:

CONTRACT ID: 10-08-158
 MCCARRAN AIRPORT
 LOCATION: MCCARRAN AIRPORT
 TRAM & GUIDEWAY REPAIRS
 LAS VEGAS, NV

CUSTOMER ID: 10-0293
 PO #: 4300011392-307
 Terms: 30
 Period To: 9/6/2008

TRUESDELL CORPORATION PERFORMED THE AIRPORT TRAM AND GUIDEWAY REPAIRS PER PROPOSAL #1203008 DATED 8/29/08 AND P.O. 4300011392-307 DATED 7/15/08

Invoice Sub-total	14,040.00
Sales Tax -NV	0.00
Retainage Held	0.00
Total Due this Invoice	<u>14,040.00</u>

Billed to date: 14,040.00
 Paid to date: 0.00
 Retainage
 Total amount due on Contract: 14,040.00

CLARK COUNTY DEPARTMENT OF AVIATION APPROVED FOR PAYMENT-FACILITIES DIVISION	
Supervisor Signature:	<u>[Signature]</u>
Date:	<u>9/22/08</u>
Location:	
Detail/Description:	
PO#:	<u>4300011392</u>
MATERIAL DOC.#:	<u>5000499668</u>
BALANCE AMT:	<u>5965.00</u>
Manager Signature:	<u>[Signature]</u>
Date Sent to A/P:	
Date Copy Filed:	

Providing Concrete Solutions Since 1975

03469

ER3469

CC EX 38



McCarran International Airport
 PO Box 11005
 Las Vegas NV 89111-1005,
 Phone:(702)261-5177,Fax:(702) 261-3647
 Tax ID No. 88-8000028



Revised

Purchase Order 4500154687-310

Page 1 of 2

Order Date 12/22/2010 Last change date 04/05/2011 Payment Terms Net 30 Days Buyer Natalie DePina Phone 702-261-5737 Inco Terms DESTINATION - FREIGHT PREPAID Inco Terms(Part 2) N/A Reference Number PR 10336327 Confirmation By KELLY REED Contact Person STEVEN JAY Phone Number (702) 261-5138	Vendor Address Vendor Number:516982 MORSE ELECTRIC INC 500 W SOUTH STREET FREEPORT IL 81032-6042 Contact Person: KELLY REED Phone: (815) 599-5058
	Billing Address McCarran International Airport Finance Office PO Box 11005 Las Vegas NV 89111-1005
	Delivery Address CLARK COUNTY MCCARRAN INT AIRPORT WAREHOUSE 505 E BELL ROAD OFF PARADISE LAS VEGAS NV 89119

STEVEN JAY, FACILITIES

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
10	TROUBLESHOOT& REPAIR POWER CABLES	2,987.00	USD	1.00 / USD	2,987.00
<p>ALL ITEMS MUST BE DELIVERED WITH A PRICED DELIVERY TICKET OR INVOICE. PRICES BASED ON QUOTES RECEIVED AND ARE INCLUSINVE OF ALL AND ANY ASSOCIATED COSTS.</p> <p>PRICING PER QUOTE DATED 11/24/2010.</p> <p>**ALL DELIVERIES MUST BE ACCOMPANIED BY A PRICED PACKING SLIP**</p> <p>WAREHOUSE DELIVERY: DELIVERY HOURS ARE 8:00 AM - 3:00 PM. IT IS PREFERRED THAT APPOINTMENTS ARE MADE BY CALLING (702) 261-5626.</p> <p>VENDOR POC: KELLY REED, PH 815-599-5058, FAX 815-599-5059</p> <p>DOA POC: STEVEN JAY, PH 702-261-5138, FAX 702-261-5025</p> <p>*** Item completely delivered ***</p>					
					Total \$ 2,987.00

Exhibit No. CCx38
 Witness M. Moran
 Date 6/26/13

03470

KWD CCR# 711

ER3470



McCarran International Airport
PO Box 11005
Las Vegas NV 89111-1005,
Phone:(702)261-5177,Fax:(702) 261-3647
Tax ID No. 88-6000028



Revised

Purchase Order 4500154687-310

Page 2 of 2

INSTRUCTIONS TO VENDOR:

This Purchase Order is subject to the Terms and Conditions incorporated herein by this reference. All deliveries must be accompanied with a Priced Packing Slip. For billing questions please call (702) 261-5177 or fax to (702) 261-3040. For more information please refer to the Purchasing Section under About the Airport, Business Opportunities at www.McCarran.com. Note: All Invoices must be submitted with the appropriate Purchase Order referenced.

SIGNATURE

DATE: 04/05/2011

Natalie DePina

Natalie DePina

PHONE :702-261-5737

03471

ER3471

INVOICE

MORSE ELECTRIC INC
500 W SOUTH STREET
FREEPORT, Illinois 61032-6042
United States
Tel: 815-599-5058
Fax: 815-599-6059
E-mail: kelly.reed@themorsegroup.com

invoice number: 90211
invoice date: Apr. 04, 2011
Reference: 62315
File #: 6576
Job type: Invoice
Job date: Apr. 04, 2011
Client code: BOMBARDIER
Customer Ref. #: 4500154687-310
Page number: 1

Billing address:

MCCARRAN INTERNATIONAL AIRPORT
Attn: FINANCE OFFICE
PO BOX 11005
LAS VEGAS, NV 89111-1005

Site address:

MCCARRAN INTERNATIONAL AIRPORT
5757 WAYNE NEWTON BLVD
LAS VEGAS, NV

Work Description

MCCARRAN INTL AIRPORT - LAS VEGAS NV

PO# 4500154687-310

ELECTRICAL LABOR/MATERIAL TO REPAIR DAMAGED CABLE FOR EXISTING TRAM PER STEVEN JAY

PER ATTACHED WORK ORDERS

COMPLETED

Summary	Total (\$)
Subtotal General Expenses	2,987.00
Total	\$2,987.00

Terms

SEND TO THE ATTENTION OF BRIAN SCOTT

CLARK COUNTY DEPARTMENT OF AVIATION APPROVED FOR PAYMENT-FACILITIES DIVISION	
Supervisor Signature:	<i>[Signature]</i>
Date:	4-4-11
Location:	
Detail/Description:	Subway REPAIRS
PO#:	4500154687
MATERIAL DOC.#:	5000 623530
BALANCE AMT:	-0-
Manager Signature:	<i>[Signature]</i>
Date Sent to AP:	4-5-11
Date Copy Filed:	

03472

ER3472

Exhibit No. CCX39
 Witness M. Moran
 Date 6/26/13

KWD CCR# 711

"C" STATION DOORS (MAIN-EAST)

DATE:	PM NO.	FAILURE	INITIALS	DESCRIPTION
8-11-09	—	NO C/L B2 C/L 3/4	J.P., E.U.	FILE & READJUSTED PARAMETERS, RECENTERED LOCK, ADJUSTED PLUNGER.
8-11-09	—	PLUNGER SWITCH B2 BRACKET 1/2 TO BOKER 1/2	J.C., E.U.	REPLACE BRACKET THAT ACTIVATES PLUNGER SWITCH. USED BRACKET FROM TEST STAN-
8-11-09	—	FAULTY CRIMPS B1 7/8	J.C., R.V.	PLUNGER SWITCH WIRES CRIMPED POORLY CAUSING M.A.F. REPLACED.
8/11/09	B2 3/4	NO C+L	PM	REPLACED DOOR LOCK ASSY. DUE TO NO CLOSE AND LOCK.
10/19/09	B1 5/6	MAUF	RK	REPAIRED AUTOLOCK ASSY DUE TO MAUF ON CLOSE MDR. SWITCH.
12/23/09	B1 3/4	No c/l	AV	replaced auto lock due to loss of c/l
12/13/09	B2 5/6	No c/l	PM	REPLACED BROKEN/CRACKED PLUNGER SWITCH BRACKET.
1/19/10	B1 7/8	No c/l	PM	REPLACED STICKY/FLAKY AUTOLOCK AND PLUNGER SWITCH BRACKET ASSY THAT WAS CRACKED.
02/03/10	B2 5/6	No c/l	AV	Replaced auto lock for not-dropping
2/21/10	B2 1/2	No c/l	PM	REPLACED AUTOLOCK DUE TO BROKEN PLUNGER SWITCH ASSY. ALSO REPLACED BENT/CRACKED PLUNGER SWITCH BRACKET.
3/24/10	B2 3/4	Flaky c+l	RDR	REPLACED LOCK ASSY.
4/2/10	B2 7/8	Running BAD	RV RK	RESECURED DRIVE MOTOR + CENTERED lock Assy. Adj. End Stop (left)
4/25/10	B1 3/4	c+l	PM RK	REPLACED AUTOLOCK AND BENT PLUNGER SWITCH BRACKET.
5/25/10	B2 5/6	c/l	PM	REPLACED CRACKED PLUNGER SWITCH BRACKET

03473

CCX39

ER3473

"C" STATION DOORS (MAIN-EAST)

DATE:	PM NO.	FAILURE	INITIALS	DESCRIPTION
6/8/10	E/L	NONE	PM	UPDATED FIRMWARE ON ALL DOORSETS TO VERSION 6.79
6/8/10	B2 1/2	c/L	PM	REPLACED BENT C/L BRACKET.
6/9/10	E/L	NONE	PM	CREATED NEW DOOR PROFILES AND SAVED THEM ONTO THE NEW PAUM PILOT.
6/16/10	B2 5/6	MANIP. OF OPEN	RDK	REPLACED AUTO-LOCK ASSY DUE TO (DZ) CODE + BROKEN CLOSED MONITOR SWITCH
8/17/10	B2 3/4	c/L	PM	REPLACED BENT C/L BRACKET.
8/17/10	B2 7/8	c/L	PM	REPLACED BENT C/L BRACKET.
 	 	 	 	
9/18/10	B1 1/2	c/L	AV	Replaced Bent c/L Bracket.
9/30/10	B1, 5/6	c/L	DE	replaced autolock and adjusted the c/l switch due to lock binding
9/30/10	B1, 7/8	c/L	DE	adjusted the emergency arm release due to loss of c/l
10/07/10	B1 5/6	UNLOCK FAILS	AV	Replaced Autolock and adjusted Belt tension
10/24/10	B2 7/8	RECYCLE	RDK	REPLACED AUTO-LOCK + NEW RETROFIT w/ PLUNGER ON LEFT + STRIKER.
11/2/10	RETROFIT	DOOR POSITION SWITCH BRACKET	RDK	REPLACED ALL DOORS w/ NEW STYLE PLUNGER BRACKET.
11/9/10	B2 7/8	UNLOCK FAILS	PM	REPLACED AUTOLOCK.

2

03474

ER3474

"C" STATION DOORS (MAIN EAST)

DATE	PM NO.	FAILURE	INITIALS	DESCRIPTION
11-22/10	Door NOT opening		RDL	Adjusted Auto-lock w/ shims (WASHERS) TO REDUCE RUBBING.
11-23/10	MAIS	B-3 ERROR CODES	RK EK	Replaced MOTOR FOR ENCODER CABLE FAILURES.
11/27/10	unlock failures	B1 1/2	AV/MJS	Replaced Auto lock.
12/28/10	lock failure	B2, 3/4	AK, MJS	replaced auto lock due to cam became dislocated from lock
2/15/11	Door Door won't won't OPEN	unlock B1 1/2 Failure	EK RK	replaced controller
2/26/11	Mal F on open	Mal B2 open 7/8	DE, MJS	Replaced Auto lock twice on dr set
2/26/11	Mal F on open	Mal B2 open 5/8	MJ, DE	Replaced control Board due to Mal F on open
2/26/11	Mal F on open	B2 Mal 7/8 open & close	MJ, DE	Replaced motor due to Mal F on close & open
3-19-11	Broken spring	B2 1/2	MJS	Replaced Auto lock due to Broken spring
3-19-11	Broken spring	B1 5/8	AU	Replaced Auto lock due to Broken spring
4/14/11	MAIF.	B1 1/2	PM	REPLACED MOTOR DUE TO BINDING/ INTERMITTENT MALFUNCTIONS.
4/18/11	MAIF. on open	B1 1/2	RK EK	Replaced Door Guides for BINDING.
7-1-11	no c/l	B2 1/2	MJ PT	Replaced Auto lock no c/l
7-6-11	MAIF	B1 3/4	MJS RV	Replaced old style Auto lock with Broken E spring

"C" STATION DOORS (MAIN EAST)

DATE	PM NO.	FAILURE	INITIALS	DESCRIPTION
7-17-11	CONSTANT OBSTRUCTION	B2 1/2	RU, CR	REPLACED DOOR MOTOR DUE TO CONSTANT OBSTRUCTION.
7/19/11	Recycle	B1 3/4	RL	REPLACED AUTO-LOCK.
7/25/11	B-1 7/8	CTL	RK	REPLACED AUTO-LOCK FOR BRAKE SPRING.
7/26/11	B-1 3/4	Recycle	RK	REPLACED MOTOR + ADJUSTED LOCK, ETC.
7-27/11	B-1 3/4	Recycles on close	AU	Replaced Controller due to constant recycles.
7/29/11	B1 3/4	Recycles	AU	Replaced Dr motor
8/1/11	8/1/11			
8/28/11	B1 3/4	Recycles on obstruction	RJ, CR, RL, AF	REPLACED BOTH DOOR GUIDES DUE TO WEAR.
9/1/11	B1 3/4	mult.	DR, MJ, AU, PT	replace all door rollers due to mult.
10/17/11	B2 1/2	MAIF. "DO"	RDK	REPLACED AUTO LOCK ASSY DUE TO "DO" ERROR CODES.
10/21/11	B1 1/2		PA	REPLACED DOOR CONTROLLER DUE TO CONNECTION ISSUES WITH PALM.
11/9/11	B1 3/4	Recycles & mult.	AU	Replaced Door Controller & Dr motor.
12/03/11	B2 1/2	CTL failures	AU	Replaced four pin wire harness
12-24-11	B1 5/8	MAIF close	MJ, AU	Replaced controller due to being stuck in cycle mode MAIF Door NOT closing

4

03476

ER3476

"C" STATION DOORS (MAIN-EAST)

DATE:	PM NO.	FAILURE	INITIALS	DESCRIPTION
12-24-11	B1 5/6	MALF close	MJ AU	REPLACED motor encoder issues door not closing
1/25/12	B2 7/8	MALF	PK, AU	REPLACED DOOR MOTOR AND DOOR CONTROLLER.
2/1/12	B1 3/4	MALF close	AF	Auto lock due to sticking cams
4/2/12	B2 1/2	Power SUPPLY	AU PT	Replaced power supply, INOP
4/28/12	B1 7/8	Malf on close	AU	replaced auto lock
5/26/12	B2 5/6	Malf on close	CM, AC, AF, DE, AU	R/R auto lock
8/10/12	B1 1/2	door dragging	DE, AC, AF	replaced door guide rail due to binding, dragging poor operation
8/11/12	B2 7/8	DI Codes	AZ	R/R'd auto lock for intermittent unlock failures
8/12/12	B1 1/2	close & lock fail	AC	R/R'd auto lock for close & lock failures / bad lock plates
10/30/12	B1 7/8	C+L Flacy	RNR	Replaced Auto lock Assy.
11/25/12	B2, 5/6	C/L dragging	AU	replaced auto lock and motor due to dragging
11-26-12	B2 3/6	Encoder failure	CA BC	replace motor due to broken encoder housing.
1-23-13	B-17/8	OB" Codes Recycling	PK NR	Replaced Guide #7 AND Re-shimmed TO PREVENT Binding.
3-17-13	B2 3/6		SH	replace auto lock not on my list

5

03477

ER3477

"C" STATION DOORS (SAT. EAST)

DATE	PM NO.	FAILURE	INITIALS	DESCRIPTION
2/13/07		B2 1/2 Door recycle	T.A., RV, PT	Replaced Switch Due to low/Hiccup Resistance
4/1/07	1200	B2 7/8 No problem except E-Door	T.A. P.T	Found no emergency latch compression spring Replaced
8/21/07	Pos 2 1/2	Bad CAP	RK RV DR	Replaced CAP LEAF - 1 due to LARGE CHUNK MISSING.
9/15/07	Pos 2 3/4	Not closing	RK, RV, DR	Replaced CONTROLLER CARD due TO DOOR CLOSE / OPERATOR.
2/12/08	Pos 2 1/2	malfunction	RK PT, TA, RV	Replaced C+L switch + 12volt DC/DC CONVERTER due to failure.
11/3/08	Pos 2 7/8	Poor C+L	RK DR	REWORKED AUTO-LOCK (STANLEY) DUE TO POOR OPERATION.
11/5/08	Pos 2 7/8	Poor C+L	RV AU	Replaced AUTO-LOCK ASSY.
8/19/09	B2 PH 2 7/8		PM RK	REPLACED OPEN BUMPER CUSHION AND MISSING HARDWARE DUE TO DOORS OPENING TOO HARD. ADJUSTED PARAMETERS
09/04/09	B2 7/8	malfunction not closing all the way	AU, DA	Emergency Key Switch not in right position causing hitting to hit block, repositioned also bumped down open torque, open speed due to Dr. Stopping.
9/15/09	B2 1/2	NOT CLOSING	PM	REPLACED STANLEY DOOR MOTOR DUE TO NOT CLOSING / MALF ON OPEN.
12/06/09	B1 7/8	not closing	AU	Replaced DR Controller due to not closing / malf on open.
1/5/09	B-1 5/6	VERY Flaky C+L	RK	Replaced Broken DPS BRACKET, (Door Position Switch)
1/23/09	B1 7/8	Encoder failure	AU, CE	Replaced Dr motor
5/11/10	B1 1/2	C+L	PM	REPLACED CRACKED C+L PLUNGER SWITCH BRACKET.

03478

ER3478

"C" STATION DOORS (SAT. EAST)

DATE	PM NO.	FAILURE	INITIALS	DESCRIPTION
6/15/10	E/A	NONE	PM	UPDATED FIRMWARE ON ALL DOORSETS TO VERSION 6.79
6/16/10	E/A B2 3/4	FLAKY C/L	RDX	REPLACED EMERGENCY HANDLE LINKAGE RETURN SPRING; BROKEN.
6/22/10	E/A	NONE	PM	CREATED NEW DOOR PROFILES AND LOADED THEM ONTO THE NEW PALM PILOT.
6/29/10	E/A B-1 7/8	Malfunction open	RDX	REPLACED LOCK ASSY DUE TO PLUNGER SWITCH ISSUE. ALSO REPLACED SWITCH BRACKET
7/4/10	B2 7/8	Malfunction open	PM	REPLACED LOCK ASSY DUE TO PLUNGER SWITCH / BRACKET BROKEN.
8/17/10	B1 7/8	C/L	PM	REPLACED BENT C/L BRACKET.
08/25/10	B2 1/2	C/L	AL	REPLACED AUTO LOCK DUE TO BURS ON CAMS AND POOL CAM OPERATION.
11/2/10	RETROFIT	DOOR POSITION SWITCH BRACKET	RK, RV	REPLACED B-DOORS W/ NEW STYLE PLUNGER SWITCH BRACKET.
11/3/10	RETROFIT	DOOR POSITION SWITCH BRACKET	RK, RV, TA	REPLACED A-DOORS W/ NEW STYLE PLUNGER SWITCH BRACKET.
11/8/10	B1 7/8	C/L	RV	REPLACED AUTO LOCK
12/21/10	B1 1/2	Malfunction open	EK	REPLACED DOOR MOTOR FOR MULTIPLE ENCODER ERRORS (B1, B3)
1/20/11	B2 5/6	Autolock c/l 059	MJ	REPLACED AUTO LOCK
1-21-11	B2 5/6	Controller Malfunction on open	MJ, AU, PT	REPLACED CONTROLLER DUE TO MALF ON OPENING
1-21-11	B2 5/6	Malfunction on open	MJ, AU, PT	REPLACED AUTO LOCK

"C" STATION DOORS (SAT. EAST)

DATE:	PM NO.	FAILURE	INITIALS	DESCRIPTION
1/21/11	B25/6	MALF ON OPEN	PM	REPLACED STATION DOOR MOTOR
1-22-11	B23/4	C/L AutoLock 006	MJ PT	REPLACED AUTO LOCKS
1-22-11	B2-1/2	C/L AutoLocks 036	MJ PT	REPLACED AUTO LOCKS DUE TO POOR OPERATION BROKEN SPRING
4-9-11	B1 1/2	C/L NO CL AutoLock	MS	REPLACED AUTO LOCK
1/21/11	B25/6	MALF ON OPEN	PM	REPLACED STATION DOOR MOTOR
5/24/11	B1 7/8	Slow Make won't close B-3 Error	EK	Replaced door Motor
6/1/11	B1 3/4	DO Failure	EN	Replaced Auto Lock (No Serial Number on old)
6/15/11	B1 7/8	NO C/L Broke spring	EN	Replaced Auto lock
7/5/11	B2 3/4	C+L ISSUE	RDK	REPLACED AUTO-LOCK, RELOADED FIRMWARE, FIS, ADJUSTED PARAMETERS
7/9/11	B2 3/4	door malfunction	AU, MJ	replaced auto lock and motor due to malf. on open
11/20/11	B1 1/2	FLAKY C+L	RK AF	REPLACED AUTO-LOCK ASSY
12/20/11	B2 1/2	C+L ISSUE	AF RV	Replaced auto lock ASSY DUE TO (D2) CODE AND FLAKY MONITOR SWITCH
01/02/12	B1 1/2	C/L	MJ	replaced auto lock / power supply due to intermittent door operation
1/21/12	B1 1/2	INOP.	AU	REPLACED POWER SUPPLY (INOP.)

"C" STATION DOORS (SAT. EAST)

DATE	PM NO.	FAILURE	INITIALS	DESCRIPTION
2/9/12	—	inoperative	AU, PI	replaced auto lock, motor, control board due to inoperative door
5/5/12	—	do code	AU, PT	replaced auto lock due to door malfunction Bent 21 5/16
10/2/12		Malp. LED	CM RK	Replaced Autolock Assy due to Malfunction. Bad Plunger Switch
10/12/12	—	Loss of Close + Lock	AF AC	Sta door loses close + lock signal from E/sat B 1 7/8
2/18/13	B 1 3/4	FAIL TO CLOSE ES	NG RK	STATION DOOR FAILS TO CLOSE SENDING EXCESSIVE FAILURES. REPLACED MOTOR.
3/20/13	B 1 3/4	BROKEN LOWER SPRING ON AUTO LOCK	EC	FOUND BROKEN LOWER SPRING ON AUTO LOCK EAST SAT. REPLACED SPRING.
3/21/13	B 1 7/8	door recycle	AU, AF	replace auto lock and cycled tested returned to service
4/12/13	B 2 5/6	FAIL TO CLOSE E. SAT	EC, AF WM, JS	REPLACED AUTO LOCK, CYCLE TESTED RETURN TO SERVICE
4/14/13	B 2 5/6	malp. in close no open	DE, AU, EC	replaced auto lock due to pins sticking in cams,
4/26/13	B 1 7/8	DOOR malfunction EC code	EC, JS WM, AF	Recycled DOORS and test mode FOR 20 minutes. no faults indicated
5/2/13	B 2 3/4	Auto Lock	LC, AF, JL CR	Cams Dragging
5-2-13	B 2 3/4	Auto Lock	LC, JL	changed due to D2 codes.
14 MAY 13	B 2 3/4	Auto Lock	LC, CR	changed due to D2 codes

4

03481

ER3481

"D" STATION DOORS (MAIN NORTH)

DATE:	PM NO.	FAILURE	INITIALS	DESCRIPTION
5/26/08	B3 5/6	C+L	RDK	REPLACED AUTOLOCK
7/7/08	B3 2/4	UF	PM	REPLACED AUTOLOCK
7/9/08	B2 1/2	UF	PM	REPLACED AUTOLOCK
8/11/08	B-1 3/4	UF	RD	REPLACED AUTO-LOCK ASSY.
9/10/08	B1 3/4	UF	RDK DE	REPLACED AUTO-LOCK ASSY + HARNESS TO OLD STYLE.
11/2/08	B3 5/6	C+L	RDK	REWORKED AUTO-LOCK (STANLEY) DUE TO POOR CLOSED + LOCKED
7/25/09			DE	REPAIRED 3 STATION DOORS w/ BROKEN KEY/MISSING CYLINDERS ON E-Release
8/26/09	B-1 1/2	Auto lock Assy erratic	RDK RV	REPLACED MICROPROCESSOR + Adj. PARAMETERS.
10/2/09	B-2 3/4	Recycle intermittent	RDK	REPLACED CONTROL BOARD.
4/4/10	B1 5/6	C+L	RV	REPLACED AUTOLOCK DUE TO LOSS OF CLOSED + LOCKED. (AUTO LOCK #12)
4-10-11	B3 1/6	C+L	cr	change out Auto Lock.
4/11/10	B3 1/2	C+L	RDK	Adj. Lock Assy. + Adj. EMERGENCY HANDLE LINKAGE.
5/25/10	B3 3/4	C/L	RV	REPLACED EMERGENCY BLOCK SPRING ON THE AUTOLOCK.
6/8/10	N/L	NONE	PM	UPDATED FIRMWARE ON ALL DOORSETS TO VERSION 6.79

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"D" STATION DOORS (MAIN NORTH)

DATE	PM NO.	FAILURE	INITIALS	DESCRIPTION
6/8/10	N/L	N/A	PTK	CREATED NEW DOOR PROFILES AND LOADED THEM INTO THE NEW PALM PILOT.
7/3/10	N/m	edge contacts	AV	Replaced br controller
7/4/10	B1 7/8	UNLCK. ON OPEN	PM	REPLACED AUTOLOCK.
7/12/10	B2 7/8	DOOR RECYCLE	PM	REPLACED AUTOLOCK
7/12/10	B2 7/8	DOOR RECYCLE	PM	REPLACED DOOR CONTROLLER.
7/13/10	B2 7/8	NO DOOR RECYCLE	RV PT	LEVELED LEAF 7 AND ADJUSTED PARAMETERS FOR SOFTER CLOSE.
7/16/10	B2 7/8	Dr. Malfact	AV	Replaced Autolock
8/2/10	B2 7/8	NO RECYCLE	RDK	REPLACED DRIVE MOTOR. Adj. END STOPS.
8/2/10	B3 7/8	BROKEN SPRING	RV	REPLACED AUTO LOCK DUE TO BROKEN SPRING + STRIPPED THREADS
9/22/10	B1 1/2 #1	Door rollers	DE, RV VM	replaced door rollers on door #1, re-adjusted the hangers, and door assemblies, returned back to service.
10/06/10	B3 1/2	C/L	mj, RV	replaced Autolock due to C/L failures.
11/17/10	B2 #1	DOOR SAGGING	CREW	REPLACED DOOR LEAF.
11/27/10	B1 1/2	Unlock failures	AV, MJ	Replaced Autolock.
11/28/10	B1 1/2	STOP WHEN OPEN	RV RV	Replaced Motor + leveled door #2.

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"D" STATION DOORS (MAIN NORTH)

DATE	PM NO.	FAILURE	INITIALS	DESCRIPTION
12/6/10	RJ EK	MAINT.	B-3 5/6	REPLACED BELT DRIVE MOTOR, IN S/N 020 OUT Lot Numbered
1/9/11	RK RU	MAINT.	B1 3/4	REPLACED AUTO-LOCK, ADJUSTED BELT LEVELED DOORS, NO FIS.
2/1/11	EK	No c/L	B2 5/6	REPLACED auto lock, broken ^{Broken} spring
2/1/11	RV	BROKEN SPRING	B2 3/4	FOUND BROKEN SPRING DURING PM-1200 REPLACED. w/#21 (TEST AUTOLOCK)
2/1/11	RDK	Broken Spring	B3 3/4	REPLACED AUTO-LOCK A354.
2/4/11	FR	STICKING	B1 7/8	REPLACED AUTOLOCK.
2/4/11	DE, MJ	broken bracket	CT 2527	replaced emergency door switch due to broken bracket causing alarms
2-11-11	MJ AU	MAINT ON open	B1 1/2	REPLACED AUTOLOCKS FIS
2-12-11	MJ AU	MAINT ON close	B1 1/2	REPLACED AUTOLOCKS FIS
2-14-11	RK, RV EK	"DZ" + waist open	B1 1/2	REPLACED AUTOLOCK w/ FIS BELIEVE ENCODER WIRES ARE FLAKY AT motor
4/1/11	MJ, AU	C/L	B2 5/6	replaced auto lock due to flaky close/lock, cycled doors / returned to service
4/1/11 4/12/11	DE	emergency doors	B3 dsl. d/s board	replaced both e-dr switches due to intermittent alarms
4/7/11	AU	MAINT on par/ unlk. figures	B2 7/8	REPLACED TWO AUTO LOCK #S 30, 32, and #150 Control Board
4/9/11	AU	MAINT on open	B2 7/8	REPLACED two AUTO LOCK

"D" STATION DOORS (MAIN NORTH)

DATE	PM NO.	FAILURE	INITIALS	DESCRIPTION
4-18-11	RV CR	BAD PLUNGER SWITCH	BZ 5/4	REPLACED AUTOLOCK DUE TO MALF (D2) ON OPEN.
5/11/11	B-1 5/6	C+L ISSUE	RK	Replaced Auto-lock due to BROKE SPRING.
5/23/11	B-2 7/8	C+L	CR RK	Replaced Auto-lock due to Binding on Drop.
6-8-11	B-3 7/8	C+L	RK	Replaced Lock Assy. For BROKE SPRING.
7/27/11	B-3 5/6	C+L	RK	↓
7/27/11	B-2 1/2	C+L	RK	
7/27/11	B-3 1/2	C+L	RK	
10/13/11	B-1 1/2	unlock fails	AM, MJ PT, DS	replaced controller board, autolock w/ no fix. replaced motor due to unlock failures
10/22/11	B-1 1/2	C/L fails	AU	Doorset not getting C/L, replaced autolock, returned to service
10/27/11	B-1, 7/8	n/a	DS, PT	replaced roller wheels / door guides due to wear on door #7
11/2/11	B-1, 7/8	n/a	DS, AF	replaced roller wheels / door guides due to wear on door #8
12/19/11	B-3 3/4	RV, CR, AF/Unlock C/L Fails	CR, RV, AF	replaced auto lock due to MALF (D2) on .CODE.
4-14-12	B-3 7/8	C+L	MS	replaced autolock due to Malfunction C/L Lock not dropping
7/15/12	B-3 7/8	C+L issues	RK/AF	REPLACED AUTOLOCK DUE TO MULTIPLE D2 CODES and Faulty ETL.

"D" STATION DOORS (SAT. NORTH)

DATE:	PM NO.	FAILURE	INITIALS	DESCRIPTION
7/9/08	1202	B-1 5/6	RDK	Replaced C+L Switch (Right Side) for Flaky Resistance.
7/9/08	1202	B1 7/8 / B2 5/6	DR	Replaced 2 switches B1 7/8 one right one top left & one right for B2 5/6 for flaky resistance.
7/1/08	1202	B2 7/8	AM	Replaced Microprocessor due to resistor being broken
8/26/08	B2 7/8	Unlock Fail.	RDK	Replaced Auto-lock Assy due to Unlock Fails Malfunctions
11/10/08	B3 7/8	Flaky C+L	RDK RU, DR	Replaced All 3 C+L Switches AND Adjusted Right Hand Door Hoop
12/3/08	B3 5/6	UNLOCK FAIL	PM, RK	REPLACED AUTOLOCK THAT HAD LOOSE SOLENOID ASSY.
2/17/09	B-3 5/6	UNKNOWN	RDK	Replaced Microprocessor + Interface Board due to obstruction getting lock
2/17/09	B3 1/2		PM	REPLACED BINDING AUTOLOCK. CLEARED BUFFER OF ALL ALARMS.
4/9/09	B1 3/4		PM	REPLACED FLAKY C+L LED. INOP.
4/7/09	B3 3/4		PM	REPLACED FLAKY C+L LED.
4/12/09	B1 7/8	UNLOCK FAILS	PM	REPLACED AUTOLOCK DUE TO UNLOCK FAILS ON OPEN.
08/07/09	B1 7/8	found open with mal. keyed off.	AM	found L-handle linkage sticking causing ARM to stay up & not allowing DR to close. lubed linkage released. DR back in service
8/10/09	B2 LEAF 3		PM	REPLACED WORN DOOR GUIDE.
9/29/09	B2 LEAF 7		RDK RU	Replaced Door Guide due to wear

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"D" STATION DOORS (SAT. NORTH)

DATE:	PM NO.	FAILURE	INITIALS	DESCRIPTION
10/01/09	open item	worn Dr Guide	AV	Replaced Dr guides on B3 leaf 1 due to wear.
2/9/10	open item	worn Door Guide	RV RK	REPLACED GUIDE AT B-1 LEAF-1.
2/9/10	open item	worn Guide	RV RK	REPLACED GUIDES AT B-2 LEAF-8. (BOTH)
3/5/10		broken	DE, CR	replaced emergency door lock assembly and mohair strip on berth 1, 7/8
5/24/10	B25/6		PM	REPLACED DOOR CONTROLLER TO TROUBLESHOOT DOOR FAULTS.
5/28/10	B1/5/6		AV	Replaced auto lock due to bulb on cam being causing no c/l.
6/20/10	B2 1/2	C/L	PM	REPLACED AUTOLOCK DUE TO FLAKY C/L.
6/20/10	N/A	NONE	PM	UPDATED FIRMWARE ON ALL DOORSETS TO VERSION 6.79.
6/22/10	N/A	NONE	PM	CREATED NEW DOOR PROFILES AND LOADED THEM INTO THE NEW PALM PILOT.
7/12/10	B3 1/8	MAK. OPEN	RV RV	REPLACED DOOR GUIDES ⁴ AND ADJUSTED PARAMETERS ^{Levelled Doors}
7/12/10	B3 5/6	MAK. OPEN	RV RV	Tightened Belt, Relevelled leaf-5 + Adj. PARAMETERS. ^{Replaced Auto lock} RETURN SPRING
8/17/10	B2 1/2	BINDING ' RECYCLING	RV	REPLACED AUTOLOCK AND LEVELLED BOTH DOOR LEAFS.
8/20/10	B1 5/6	missing mohair	AV	Replaced mohair
8/20/10	B1 3/4	missing mohair	AV	Replaced mohair.

"D" STATION DOORS (SAT. NORTH)

DATE:	PM NO.	FAILURE	INITIALS	DESCRIPTION
10/10/10	B3 3/4	MALF. OPEN	RV MJ	REPLACED AUTOLOCK DUE TO BROKEN EMERGENCY LOCK SPRING.
10/10/10	B3 7/8			
10/12/10	B3 3/4	MALF. OPEN.	RV MJ	REPLACED DRIVE MOTOR, ADJ. ENDSTOPS + FIS.
11-15-10	B3 3/4	C/L	an	REMOVED Auto Lock due to (stuck) Close and Lock
11-15-10	B1 1/2	malif open	er	removed auto lock due to door switch causing malif.
12/02/10	B3 1/8	roller wheels	DS, MS, AU	replaced several roller wheels / relevelled doors due to sagging
1-1-11	B1 3/4	MALF CLOSE	AU, MS	REPLACED AUTO LOCKS + FIS
1-2-11	B1 5/6	Error Code "P"	EK	Replaced Controller + Levelled Doors
1-11-11	B3 7/8	C/L	RV, EK	REPLACED AUTOLOCK DUE TO LOSS OF C/L.
1-27-11	B2 5/6	C/L MALF CLOSE	AD, AU	Replaced Auto Lock Levelled Door Leaf 6
1/23/11	B3 3/4	OPEN ITEM	RK RV, EK	REPLACED Door Guide Leaf - 3 REPLACED WORN WHEELS ON HANGERS
2/1/11	B2 7/8	MALF OPEN	RK, EK RV	Replaced controller, FIS. - good to go
2-13-11	B1 1/2	FREEZE ON OPEN	RK, CR EK	REPLACED MOTOR + DOOR GUIDES #2 REAR, FIS + LOADED PARAMETERS
2-16-11	B1 1/8	—	RK	REPLACED AUTO-LOCK FOR BROKEN SPRING.

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"D" STATION DOORS (SAT. NORTH)

DATE:	PM NO.	FAILURE	INITIALS	DESCRIPTION
2/16/11	B20 B35/6	/	RK	Replaced Auto-lock for Flaky Resistance.
4/19/11	B3/4		NO	Replaced auto lock for lossy c/L w/ #001 out #061
4-20-11	B17/8	NO c/L	MJ AU AV	Replaced Autolocks for Lossy c/L Faulty c/L monitor switch
4/23/11	B2 1/2	no c/L	PT	replaced auto lock due to no c/L, returned to service
4/24/11	B2 1/2	NO c/L	EL	Replaced due to no c/L returned to service
4/24/11	B35/6	NO c/L	AU	Replaced Auto lock
5/12/11	B3 #6	door sagging	DE, AU	replaced Lt roller assy / releveld the doorset
5/24/11	B2 1/2	c/L ISSUE	RK EL	REPLACED LOCK ASSY. FIS LOADED FIRMWARE. LEVELED LEAF-2
5/26/11	B2 1/2		PM	REPLACED FOUR-PIN CONNECTOR GOING TO AUTOLOCK HARNESS.
5/30/11	B3 5/6	NO c/L	EL	Replaced autolock for No c/L indication
6/3/11	B2 1/2	no c/L	DE, AU, NO	replaced all 4 dr. guides, door rollers, adj. parameters, belt tension, & releveld doors. all ch said
6-18-11	B15/6	Broken Spring no c/L	MJ AU	replaced Autolock & Broken Spring
7/31/11	B3 1/2	c/L	RK	REPLACED AUTO-LOCK DUE TO BEING OLD STYLE
7/3/11	B2 3/4	c/L	RK	

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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 14

ER3240-ER3489

JACKSON LEWIS P.C.
Paul T. Trimmer, Bar No. 9291
3800 Howard Hughes Parkway, #600
Las Vegas, Nevada 89169
(702) 921-2460

Attorneys for Appellant

DOCUMENT NAME	DATE	PAGE NO.
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Bombardier Transportation (Holdings) USA, Exhibit 4		1989–1990
Bombardier Transportation (Holdings) USA, Exhibit 5		1991–1992
Bombardier Transportation (Holdings) USA, Exhibit 7		1993–2055
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Bombardier Transportation (Holdings) USA, Inc. Reply in Support of Motion for Summary Judgment	April 24, 2013	0675–0765
Bombardier Transportation (Holdings) USA, Inc. Supplement to Unopposed Motion to Seal	June 17, 2013	1311–1319
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International Union of Elevator Constructors Pre-Hearing Conference Memorandum	June 18, 2012	0068–0075
International Union of Elevator Constructors Pre-Trial Brief	April 19, 2013	0766–0794
International Union of Elevator Constructors Prevailing Wage Complaint	October 9, 2009	0001–0002
Notice of Entry of Order	August 10, 2011	0045–0054
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Scheduling Order	June 27, 2012	0076–0080
Stipulated Protective Order, signed by the Labor Commissioner	November 7, 2012	0081–0090
Summary of Legislation History of 1981		3953–4005

10. FAILURE TO DELIVER

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

11. DAMAGED OR DEFECTIVE PRODUCTS

SUCCESSFUL BIDDER shall replace, at no cost to COUNTY, damaged or defective products within twenty-four (24) hour(s) after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, SUCCESSFUL BIDDER shall pay COUNTY any difference between the bid price and the price paid to the other supplier.

12. WORKING HOURS/OVERTIME

The normal jobsite hours of access are 7:00 a.m. to 4:00 p.m. PST, Monday through Friday. At COUNTY'S discretion, seasonal adjustments in the hours of the normal business day may be made.

Any work performed outside of the normal jobsite hours that is not required or requested by COUNTY, shall be performed without additional expense to COUNTY.

SUCCESSFUL BIDDER shall pay for the overtime of all COUNTY'S agents and employees who, as a result of the SUCCESSFUL BIDDER'S operation, are required to perform inspection, surveying or testing beyond the normal hours, as specified above, and during legal holidays of COUNTY, as specified above.

Should SUCCESSFUL BIDDER elect to work on a holiday, and needs the County to inspect, SUCCESSFUL BIDDER shall prearrange inspection by written request at least forty-eight (48) hours in advance.

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

13. HOURS OF SERVICE STATION

A. Normal business hours for SUCCESSFUL BIDDER'S Service Station shall include at minimum Monday through Friday, 7:00 a.m. to 4:00 p.m. PST.

B. During the hours of hours of 7:00 a.m. to 4:00 p.m. PST Monday through Friday, COUNTY'S Departments and SUCCESSFUL BIDDER shall coordinate services through COUNTY'S designated contact. During the hours of 4:01 p.m. to 6:59 a.m. PST Monday through Friday, on weekends and holidays, services shall be coordinated with COUNTY'S Main Security Desk (702) 455-5911 or other representative as designated by COUNTY. This is to ensure access to COUNTY'S facilities and the least disruption to COUNTY at all locations.

14. LABOR

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.

Materials are to be billed at cost plus not to exceed fifteen (15) percent. Invoices shall reflect the breakout of labor and SUCCESSFUL BIDDER'S cost for material plus allowable percentage mark up. If materials are not specifically purchased for the work, but are taken from SUCCESSFUL BIDDER'S stock, cost to COUNTY for these materials shall be in accordance with RS Means Cost Data for the year in which the materials are used.

All labor rates shall be reflective of services rendered in the contiguous Las Vegas Valley area. For services required outside of the Las Vegas Valley area, billing shall be reflective of actual time billed at the hourly rates contained herein plus mileage.

Mileage under CONTRACT shall be defined and set at the current U.S. GSA's CONUS rates for non-government owned vehicles at the time of travel. Current U.S. GSA CONUS rates breakdowns can be accessed on the following website: <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>.

Ex. (current CONUS rate) \$0.55 x 50 miles = \$27.50

15. LABOR

SUCCESSFUL BIDDER and all subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination. All work necessary to be performed after regular working hours on Sundays or legal holidays, shall be performed without additional expense to COUNTY.

16. REMOVAL OF EMPLOYEE

COUNTY reserves the right to request removal of any SUCCESSFUL BIDDER'S employee upon submitting proper justification, should such action be considered necessary to the best interests of COUNTY.

17. FURNISHING SUPERVISION OF EMPLOYEES

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

18. SUPPLIER'S STOCK

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

19. SAFETY REQUIREMENTS

The safety of SUCCESSFUL BIDDER'S employees or representatives and others in or around the area of repairs or maintenance is the responsibility of SUCCESSFUL BIDDER. SUCCESSFUL BIDDER, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. COUNTY will accept no responsibility or liability as a result of improper installation or workmanship. The immediate area, as well as equipment being maintained, will be clean and clear of safety hazards. Any hazard noticed by servicing personnel shall be immediately reported verbally, followed by a written statement to COUNTY'S representative. If barricades are needed to insure safety, the SUCCESSFUL BIDDER shall provide them at no cost to COUNTY.

20. RESPONSIBILITY FOR WORK SECURITY

A. SUCCESSFUL BIDDER shall at all times conduct all operations under CONTRACT in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. SUCCESSFUL BIDDER shall promptly take all reasonable precautions, which are necessary and adequate against any conditions, which involve a risk of loss, theft or damage to its property, COUNTY'S property, and the work site. SUCCESSFUL BIDDER shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.

B. SUCCESSFUL BIDDER shall comply with all applicable laws and regulations. SUCCESSFUL BIDDER shall cooperate with COUNTY on all security matters and shall promptly comply with any project security requirements established by COUNTY. Such compliance with these security requirements shall not relieve SUCCESSFUL BIDDER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner SUCCESSFUL BIDDER'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

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

21. PROHIBITED ACTIVITIES WHILE ON COUNTY'S PROPERTIES

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

22. INGRESS AND EGRESS OF FACILITIES

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

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23. KEYS / ACCESS CARDS

SUCCESSFUL BIDDER shall have full responsibility for protection of all keys / access cards furnished to SUCCESSFUL BIDDER or SUCCESSFUL BIDDER'S employees. SUCCESSFUL BIDDER shall also be responsible for ensuring that COUNTY'S facilities are properly secured upon completion of performance of service, if such action is directed by COUNTY'S representative. SUCCESSFUL BIDDER shall be required to sign COUNTY'S form before the key(s) / access card (s) are issued and upon completion of CONTRACT or at COUNTY'S request shall surrender all key(s) / access card(s) and obtain documentation of compliance. Should SUCCESSFUL BIDDER fail to surrender all keys / access cards upon completion or termination of CONTRACT, SUCCESSFUL BIDDER shall be responsible for all costs associated with replacing these items.

24. DAMAGE TO COUNTY PROPERTY

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

25. PERFORMANCE REQUIREMENTS

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

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

Any services performed that are deemed by COUNTY not in conformity with the specifications of CONTRACT or industry standard shall require SUCCESSFUL BIDDER to perform services again within twenty-four (24) hours at no additional cost to COUNTY. Consistent sub-standard performance or quality of work may result in the termination of CONTRACT. Consistent sub-standard performance or lack of adherence to safety standards shall result in the permanent removal of SUCCESSFUL BIDDER'S employees from performing work on COUNTY'S property.

C. SERVICE LOGS AND SERVICE TICKETS

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

26. SERVICES AND EMERGENCY REPAIR

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

B. SUCCESSFUL BIDDER shall have twenty-four (24) hours per day, seven (7) days per week answering service, 365 days a year. SUCCESSFUL BIDDER'S representative shall contact COUNTY'S designated representative within thirty (30) minutes to acknowledge receipt of emergency call back.

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

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- D. SUCCESSFUL BIDDER shall complete service calls or repairs within twenty-four (24) hours after being notified by COUNTY that a building or facility requires service. If service call or repair cannot be completed within twenty-four (24) hours, SUCCESSFUL BIDDER shall notify COUNTY in writing to include estimated time of completion. In these instances, COUNTY reserves the right to procure services from another Supplier. For any additional costs incurred by COUNTY above and beyond SUCCESSFUL BIDDER'S price, COUNTY will charge SUCCESSFUL BIDDER directly. Failure to pay these costs within the timeframe listed on COUNTY'S demand for payment may result in termination of CONTRACT.
- E. SUCCESSFUL BIDDER shall ensure that should service call or repair not be completed in a timely manner, SUCCESSFUL BIDDER shall secure the building or facility until such a time as repair / services can be completed. At all times, SUCCESSFUL BIDDER shall notify COUNTY'S representative prior to leaving COUNTY'S premises of actions taken.

27. BUILDING SECURITY

SUCCESSFUL BIDDER shall be responsible for securing all buildings, offices, and facilities at the time of their service. Failure to comply shall make SUCCESSFUL BIDDER responsible for all losses of COUNTY property.

28. ENFORCEMENT OF "LOCK-DOOR" POLICY

All locked doors are to remain locked at all times. SUCCESSFUL BIDDER'S employees are not allowed to open any doors for anyone.

29. CORRECT USE OF ALARM SYSTEM

At the time the alarm codes are furnished to SUCCESSFUL BIDDER, COUNTY will give instructions to SUCCESSFUL BIDDER as to the proper use and procedures of the alarm system. After that time, SUCCESSFUL BIDDER shall be responsible for the proper utilization of the alarm system during the time they are performing any after hours services. In the event the alarm is activated through the negligence of SUCCESSFUL BIDDER, any charges billed to COUNTY for the false alarm shall be charged back to SUCCESSFUL BIDDER in the form of a credit against their monthly invoice.

30. PROTECTION OF KEYS AND ALARM CODES

One set of keys will be provided to SUCCESSFUL BIDDER by COUNTY. SUCCESSFUL BIDDER shall be fully responsible for the protection of keys and alarm codes. If services at the site are performed after hours, SUCCESSFUL BIDDER shall be responsible for properly locking the building and to properly set the alarm system.

COUNTY must be notified immediately upon the termination for any reason of an employee performing work under CONTRACT. Should the set of keys allotted to SUCCESSFUL BIDDER become lost or stolen, or otherwise compromised, SUCCESSFUL BIDDER shall notify COUNTY immediately. COUNTY reserves the right to have the corresponding locks re-keyed and the alarm codes changed at SUCCESSFUL BIDDER'S expense.

31. INVOICING REQUIREMENT

This Bid may represent the requirements from numerous COUNTY departments. Each using department will issue individual Purchase Orders dictating contact information and any additional invoicing requirements. All Purchase Orders sent to SUCCESSFUL BIDDER will identify the department or division for which supplies and services are required and list the location where associated invoices shall be sent.

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

32. SUCCESSFUL BIDDER QUALITY CONTROL PROGRAM

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

- A. An inspection system which is tailored to the specific facility being serviced and which covers all services stated in CONTRACT. Include the name of each management individual who will perform the inspections. It is not permissible for the person who performs the work to inspect and accept that work. SUCCESSFUL BIDDER and their employees, who will complete inspections, shall be identified by title and type of inspection each is authorized to perform;
- B. A local file of all inspections conducted by SUCCESSFUL BIDDER and the corrective action taken. This documentation shall be made available to COUNTY monthly during the terms of CONTRACT. COUNTY may compare inspections performed by SUCCESSFUL BIDDER'S inspectors against actual conditions which exist at that point in time; and

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

33. INSPECTION OF EQUIPMENT USED

All equipment used to perform the required services, shall be subject to inspection and test prior to and during the performance of CONTRACT by COUNTY to ensure the use of equipment that meets the "standards of the industry," both in safety and suitability as generally recognized and in conformity to established practice in the area of the specific services being performed. Use of unsatisfactory equipment will be considered unsatisfactory performance.

34. THIRD PARTY INSPECTIONS

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

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

35. DISPUTES

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

36. LIQUIDATED DAMAGES - COMPLETION OF CONTRACT

In case of failure on the part of the SUCCESSFUL BIDDER to deliver the product or service within the time specified, or with such additional time as may be granted by the formal action of COUNTY, SUCCESSFUL BIDDER shall pay to COUNTY, as liquidated damages, \$100 per calendar day. This sum shall be considered as reimbursement, in part, to COUNTY for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from SUCCESSFUL BIDDER or billed to SUCCESSFUL BIDDER directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

37. CONTRACT PERFORMANCE CUSTOMER SURVEY (NEW)

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

38. AIR POLLUTION

SUCCESSFUL BIDDER shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including, but not limited to: Nevada Revised Statute 445: Air Quality Regulation; registering with the Clark County Health Department, Air Pollution Board any equipment requiring operating permits by said Board; and adhering to all Clark County Air Pollution Board Regulations.

39. STORAGE OF MATERIALS

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

40. CHLOROFLUOROCARBONS (CFC) POLICY:

SUCCESSFUL BIDDER shall adhere to the Clark County CFC Policy, be properly certified for refrigerant (and show proof thereof) and complete all COUNTY forms for CFC compliance.

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41. CLEANING UP

SUCCESSFUL BIDDER shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, SUCCESSFUL BIDDER shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, SUCCESSFUL BIDDER shall, at its expense, satisfactorily dispose of all plant, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and SUCCESSFUL BIDDER shall leave the premises and work site in a neat, clean and safe condition. In the event of SUCCESSFUL BIDDER'S failure to comply with the foregoing, COUNTY may accomplish the same at SUCCESSFUL BIDDER'S expense.

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IV - SERVICE SPECIFICATIONS

BID NO. 602211-11

ANNUAL REQUIREMENTS CONTRACT FOR HVAC MAINTENANCE AND MINOR REPAIRS COUNTYWIDE

Name of Firm

PERFORMANCE REQUIREMENTS

The HVAC-R equipment to be repaired and serviced includes, but is not limited to the following: Refrigerant piping systems and valves, related (independent*) HVA/C-R controls, air handler/distribution equipment, fan motors, fans, belts, bearings, blower wheel assemblies, disconnects, fusing, wiring, refrigerant filters/driers, sheaves, condensers, expansion valves, evaporators, heater exchangers, direct expansion units(DX), split units, heat pump systems, gas packs, water swamp/wet cell evaporator coolers, ducting, control dampers(exclude fire),and related heating equipment.

The repairs will be scheduled and unscheduled work required in order to prevent a breakdown of HVAC-R equipment, related systems; including low temperature systems to ensure HVA/C-R services are restored in a timely/efficient manner after a failure or breakdown has occurred.

SUCCESSFUL BIDDER will obtain a Work Order from COUNTY prior to performing repairs. All documentation submitted to COUNTY will have the Work Order number attached or written on all invoices and related correspondences/documentation.

All EPA guidelines/regulations/laws and procedures will be followed. SUCCESSFUL BIDDER shall also use COUNTY'S existing refrigerant inventory management program for controlling all types of refrigerant usage. Using COUNTY'S refrigerant management program does not preclude nor limit SUCCESSFUL BIDDER'S responsibility for maintaining required EPA records and documentation.

SERVICE PROVIDER REQUIREMENTS

All service technicians will be certified under EPA guidelines as "Universal".

* HVA/C-R controls which are not directly connected to Johnson Controls Incorporated (JCI) equipment/systems, Energy Management Systems (EMS). Independent controls are considered stand-alone operation, independent of outside control from JCI / EMS.

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CLARK COUNTY, NEVADA

V - BID FORM

BID NO. 602211-11

ANNUAL REQUIREMENTS CONTRACT FOR HVAC MAINTENANCE AND MINOR REPAIRS COUNTYWIDE

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.							\$380,000.00

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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 : _____	

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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.

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

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.

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**ATTACHMENT 2
BID NO. 602211-11
ANNUAL REQUIREMENTS CONTRACT FOR HVAC MAINTENANCE AND MINOR REPAIRS COUNTYWIDE**

INSURANCE REQUIREMENTS

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

1. FORMAT / TIME

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

2. BEST KEY RATING

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

3. COUNTY COVERAGE

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

4. ENDORSEMENT / CANCELLATION

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

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.

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10. FAILURE TO MAINTAIN COVERAGE

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

11. ADDITIONAL INSURANCE

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

12. DAMAGES

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

13. COST

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

14. INSURANCE SUBMITTAL ADDRESS

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

15. INSURANCE FORM INSTRUCTIONS

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

- 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 602211-11 and Annual Requirements Contract for HVAC Maintenance and Minor Repairs Countywide (must be identified on the initial insurance form and each renewal form).

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- H. Certificate Holder
Clark County
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
- I. Appointed Agent Signature to include license number and issuing state.

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CLARK COUNTY CERTIFICATE OF INSURANCE

ISSUED DAY (MM/DD/YY)

PRODUCER 1. INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE & FAX NUMBERS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.								
INSURED 2. SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE & FAX NUMBERS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">COMPANIES AFFORDING COVERAGE</td> <td style="width: 30%;">3. BEST RATING</td> </tr> <tr> <td>COMPANY A LETTER</td> <td rowspan="5" style="text-align: center; vertical-align: middle;">COMPANY'S BEST KEY RATING</td> </tr> <tr> <td>COMPANY B LETTER</td> </tr> <tr> <td>COMPANY C LETTER</td> </tr> <tr> <td>COMPANY D LETTER</td> </tr> <tr> <td>COMPANY E LETTER</td> </tr> </table>	COMPANIES AFFORDING COVERAGE	3. BEST RATING	COMPANY A LETTER	COMPANY'S BEST KEY RATING	COMPANY B LETTER	COMPANY C LETTER	COMPANY D LETTER	COMPANY E LETTER
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COMPANY B LETTER									
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COMPANY E LETTER									

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY <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 \$25,000	(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.	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 DEDUCTIBLE \$25,000	(J)	(K)	(L)	COMBINED SINGLE LIMIT \$(M) 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
6.	WORKER'S COMPENSATION AND EMPLOYERS LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE/POLICY LIMIT \$ DISEASE/EACH EMPLOYEE \$

7. DESCRIPTION OF BID: BID NO. 602211-11; ANNUAL REQUIREMENTS CONTRACT FOR HVAC MAINTENANCE AND MINOR REPAIRS COUNTYWIDE.

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

03255

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: _____

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

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

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

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

03256

**ATTACHMENT 3
BID NO. 602211-11
ANNUAL REQUIREMENTS CONTRACT FOR HVAC MAINTENANCE AND MINOR REPAIRS COUNTYWIDE**

**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. 602211-11, entitled Annual Requirements Contract for HVAC Maintenance and Minor Repairs Countywide;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature

State of Nevada)
)ss.
County of Clark)

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

Notary Signature

STAMP AND SEAL

03257

ER3257

**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 COUNTY, NEVADA, hereinafter called COUNTY, in the annual sum of \$50,000.00 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 COUNTY to perform all work required under **BID NO. 602211-11** of COUNTY'S specifications, entitled **ANNUAL REQUIREMENTS CONTRACT FOR HVAC MAINTENANCE AND MINOR REPAIRS COUNTYWIDE**.

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 date of award of CONTRACT through June 30, 2013, and may be extended annually thereafter for a term of twelve (12) months upon mutual consent of COUNTY 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).

03258

ER3258

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

Minority Owned Business Enterprise (MBE):

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

Women Owned Business Enterprise (WBE):

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

Physically-Challenged Business Enterprise (PBE):

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

Small Business Enterprise (SBE):

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

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

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

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

Number of Clark County Nevada Residents employed by this firm.

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

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

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

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

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

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

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

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

03259

Revised 3/1/11

ER3259

C CLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

This section is not required for publicly-traded corporations.

- Are 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 employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, 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 complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature _____	Print Name _____
Title _____	Date _____

03260

DISCLOSURE OF RELATIONSHIPS

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

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

* County employee means Clark County, 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)

For County Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

03261

DISCLOSURE OF RELATIONS I

For County Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

03262

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

LOYDS REFRIGERATION

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	\$ 75 ⁰⁰	= \$ 75 ⁰⁰
2.	Overtime (Monday through Friday 4:01 p.m. - 6:59 a.m. PST and Saturday)	Hour	1	X	\$ 75 ⁰⁰	= \$ 75 ⁰⁰
3.	Sundays & COUNTY Holidays	Hour	1	X	\$ 75 ⁰⁰	= \$ 75 ⁰⁰
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): \$ 390,225.00

DISCOUNT TERMS OF PAYMENT:

1 %, 30 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)

STEVE MARTINSON

CONTACT MANAGER OR ACCOUNT REPRESENTATIVE NAME

5701 W. SUNSET RD

ADDRESS

LAS VEGAS, NEVADA

CITY STATE, ZIP

702-798-1010 EXT 2227

PHONE NUMBER

702-798-8730

FAX NUMBER

SERVICE@1104DSREF.NET

EMAIL ADDRESS

03263

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. 1	<u>WE</u>	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:



LLOYDS REFRIGERATION

SIGNATURE OF AUTHORIZED REPRESENTATIVE

LEGAL NAME OF FIRM

MICHAEL EMKE V.P.

5701 W. SUNSET RD

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)

ADDRESS OF FIRM

702-798-1010 EXT 2234

LAS VEGAS, NV 89118

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE

CITY, STATE ZIP

702-798-8730

FAX NUMBER OF AUTHORIZED REPRESENTATIVE

MARCH 24TH 2011

MIKE@LLOYDSREF.NET

EMAIL ADDRESS

DATE

BUSINESS LICENSE INFORMATION

CURRENT STATE: NEV LICENSE NO. 679048931 ISSUE DATE: 10/31/10 EXPIRATION DATE: 10/31/11

CURRENT COUNTY: CLARK LICENSE NO. 2002176-240 ISSUE DATE: 1/31/11 EXPIRATION DATE: 1/31/12

CURRENT CITY: LAS VEGAS LICENSE NO. C12-01089 ISSUE DATE: 1/22/11 EXPIRATION DATE: 1/22/12

NEVADA CONTRACTOR'S LICENSE NUMBER: C2-001855
(C-2)-0019531 (C-1A) 0050762 (C-26A) 0024476
(CID) 0072969

DOLLAR LIMIT: ALL UNLIMITED

03264

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.

03265

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise			
Corporate/Business Entity Name:		Lloyd's Refrigeration Inc.				
(Include d.b.a., if applicable)						
Street Address:		5701 W. Sunset Rd		Website: lloydref.net		
City, State and Zip Code:		Las Vegas, NV 89118		POC Name and Email:		
Telephone No:		702-498-1010		Fax No: 702-798-6531		
Local Street Address:		Same		Website: Same		
City, State and Zip Code:		"		Local Fax No: "		
Local Telephone No:		"		Local POC Name Email: "		
Number of Clark County Nevada Residents Employed: 100%/-						

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Yolanda Bautista Lloyd	Treasurer	51%
Walter Price Lloyd	President	49%

This section is not required for publicly-traded corporations.

- 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 employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, 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 complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Michael Emke
 Signature
Vice President
 Title

Michael Emke
 Print Name
3/18/11
 Date

03266

DISCLOSURE OF RELATIONSHIPS

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

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

* 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)

For County Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

03267

DISCLOSURE OF RELATIONSHIPS

For County Use Only:

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

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

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

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

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

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

03268

IV - SERVICE SPECIFICATIONS

BID NO. 602211-11

ANNUAL REQUIREMENTS CONTRACT FOR HVAC MAINTENANCE AND MINOR REPAIRS COUNTYWIDE

LLOYDS REFRIGERATION

Name of Firm

PERFORMANCE REQUIREMENTS

The HVAC-R equipment to be repaired and serviced includes, but is not limited to the following: Refrigerant piping systems and valves, related (independent*) HVAC-R controls, air handler/distribution equipment, fan motors, fans, belts, bearings, blower wheel assemblies, disconnects, fusing, wiring, refrigerant filters/driers, sheaves, condensers, expansion valves, evaporators, heater exchangers, direct expansion units(DX), split units, heat pump systems, gas packs, water swamp/wet cell evaporator coolers, ducting, control dampers(exclude fire),and related heating equipment.

The repairs will be scheduled and unscheduled work required in order to prevent a breakdown of HVAC-R equipment, related systems; including low temperature systems to ensure HVAC-R services are restored in a timely/efficient manner after a failure or breakdown has occurred.

SUCCESSFUL BIDDER will obtain a Work Order from COUNTY prior to performing repairs. All documentation submitted to COUNTY will have the Work Order number attached or written on all invoices and related correspondences/documentation.

All EPA guidelines/regulations/laws and procedures will be followed. SUCCESSFUL BIDDER shall also use COUNTY'S existing refrigerant inventory management program for controlling all types of refrigerant usage. Using COUNTY'S refrigerant management program does not preclude nor limit SUCCESSFUL BIDDER'S responsibility for maintaining required EPA records and documentation.

SERVICE PROVIDER REQUIREMENTS

All service technicians will be certified under EPA guidelines as "Universal".

* HVAC-R controls which are not directly connected to Johnson Controls Incorporated (JCI) equipment/systems, Energy Management Systems (EMS). Independent controls are considered stand-alone operation, independent of outside control from JCI / EMS.

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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: NO SUBCONTRACTORS WILL BE USED
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.

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**ATTACHMENT 2
BID NO. 602211-11
ANNUAL REQUIREMENTS CONTRACT FOR HVAC MAINTENANCE AND MINOR REPAIRS COUNTYWIDE**

INSURANCE REQUIREMENTS

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

1. **FORMAT / TIME**
SUCCESSFUL BIDDER shall provide COUNTY with Certificates of Insurance, per the sample format (page 2-3), for coverage as listed below, and endorsements affecting coverage required by this bid within ten (10) calendar days after the award by COUNTY. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of CONTRACT and any renewal periods.
2. **BEST KEY RATING**
COUNTY requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.
3. **COUNTY COVERAGE**
COUNTY, its officers and employees must be expressly covered as additional insureds except on workers' compensation insurance coverage. SUCCESSFUL BIDDER'S insurance shall be primary as respects COUNTY, its officers and employees.
4. **ENDORSEMENT / CANCELLATION**
SUCCESSFUL BIDDER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL BIDDER'S contractual obligation of additional insured to COUNTY. All policies must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.
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.

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10. FAILURE TO MAINTAIN COVERAGE

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

11. ADDITIONAL INSURANCE

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

12. DAMAGES

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

13. COST

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

14. INSURANCE SUBMITTAL ADDRESS

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

15. INSURANCE FORM INSTRUCTIONS

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

- 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 602211-11 and Annual Requirements Contract for HVAC Maintenance and Minor Repairs Countywide (must be identified on the initial insurance form and each renewal form).

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Annual Requirements Contract for HVAC Maintenance and Minor Repairs Countywide

- H. Certificate Holder
Clark County
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
- I. Appointed Agent Signature to include license number and issuing state.

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**ATTACHMENT 3
BID NO. 602211-11
ANNUAL REQUIREMENTS CONTRACT FOR HVAC MAINTENANCE AND MINOR REPAIRS COUNTYWIDE**

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

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. 602211-11, entitled Annual Requirements Contract for HVAC Maintenance and Minor Repairs Countywide;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature

State of Nevada)
)ss.
County of Clark)

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

Notary Signature

STAMP AND SEAL

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BOND NUMBER: _____
Bid No. 602211-11
CLARK COUNTY, NEVADA

**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 COUNTY, NEVADA, hereinafter called COUNTY, in the annual sum of \$50,000.00 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 COUNTY to perform all work required under BID NO. 602211-11 of COUNTY'S specifications, entitled **ANNUAL REQUIREMENTS CONTRACT FOR HVAC MAINTENANCE AND MINOR REPAIRS COUNTYWIDE.**

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 date of award of CONTRACT through June 30, 2013, and may be extended annually thereafter for a term of twelve (12) months upon mutual consent of COUNTY 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).

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

Minority Owned Business Enterprise (MBE):

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

Women Owned Business Enterprise (WBE):

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

Physically-Challenged Business Enterprise (PBE):

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

Small Business Enterprise (SBE):

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

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

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

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

Number of Clark County Nevada Residents employed by this firm.

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

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

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

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

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

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

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

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

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Revised 3/1/11

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/22/2011

PRODUCER (702) 877-1111
Cragin & Pike, Inc.
103 W. Charleston Blvd.
Las Vegas, NV 89102

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

INSURED Lloyd's Refrigeration, Inc.
5701 West Sunset Road
Las Vegas, NV 89118

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	National Fire Ins. Co. of Hartford	
INSURER B:	National Fire Ins Co of Hartford	20478
INSURER C:	American Casualty of Reading	
INSURER D:		
INSURER E:		

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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	2077530335	4/23/2010	4/23/2011	EACH OCCURRENCE \$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B		AUTOMOBILE LIABILITY	2077529945	4/23/2010	4/23/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				<input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
C		EXCESS/UMBRELLA LIABILITY	2077529993	4/23/2010	4/23/2011	EACH OCCURRENCE \$ 5,000,000	
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000				AGGREGATE \$ 5,000,000 \$ \$ \$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	W/C STATUTORY LIMITS <input type="checkbox"/> OTH-EB <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
See attached page.

CERTIFICATE HOLDER

Clark County c/o Purchasing & Contracts
Division
Government Center Fourth Floor
500 South Grand Central Parkway
P O Box 551217
Las Vegas, NV 89155-1217

CANCELLATION

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.

AUTHORIZED REPRESENTATIVE

Pat Cantanero
03277

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.

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DESCRIPTION OF OPERATIONS -

Lloyd's Refrigeration, Inc.
5701 West Sunset Road
Las Vegas, NV 89118

Clark County c/o Purchasing & Contracts
Division
Government Center Fourth Floor
500 South Grand Central Parkway
P O Box 551217
Las Vegas, NV 89155-1217

The cancellation clause is amended to read 10 days notice if policy is cancelled due to non-payment of premium.
Additional insured status applies on a Blanket basis as respects the general liability policy, per form G-17957-G, but only as required by written contract for work performed by the insured on the referenced project, subject to policy terms, conditions, limitations and exclusions.

This insurance shall be primary and non-contributory with any other insurance available, in accordance with form G-17957-G attached to the general liability policy.

A Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation) has been granted to Certificate Holder, as per form G-18652-1 0709, attached.

Re: Bid No 602211-11 Annual Requirements Contract for HVAC Maintenance and Minor Repairs Countywide. Clark County/Purchasing & Contracts Division named as additional insured. A M Best Rating A XV

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residency including but not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and also includes their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). When there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels, or motels. Residential structure also does not include hospitals or prisons.

21. CONTRACTUAL LIABILITY — RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of "insured contract" in **Section V — Definitions** is replaced by the following:

"Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

22. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights Of Recovery Against Others To Us** Condition (**Section IV — Commercial General Liability Conditions**) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

23. IN REM ACTIONS

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.



For All the Commitments You Make®

G-17957-G
(ED. 01/01)

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.

ALSO, THIS ENDORSEMENT CHANGES THE CONTRACTUAL LIABILITY COVERAGE WITH RESPECTS TO THE "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF THE "PRODUCTS-COMPLETED OPERATIONS HAZARD". SEE PARAGRAPH B.3. OF THIS ENDORSEMENT FOR THIS COVERAGE CHANGE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED
ENDORSEMENT WITH LIMITED PRODUCTS-COMPLETED OPERATIONS
COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Designated Project:

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
 - 1. Currently in effect or becoming effective during the term of this policy; and
 - 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- B. The insurance provided to the additional insured is limited as follows:**
 - 1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
 - 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 - 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" such coverage will not apply beyond:
 - a. The period of time required by the written contract or written agreement; or

- b. 5 years from the completion of "your work" on the project which is the subject of the written contract or written agreement,
whichever is less.
 - 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.
- C. As respects the coverage provided under this endorsement, **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:
 - 1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:
 - e. An additional insured under this endorsement will as soon as practicable:
 - (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
 - (2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.
 - 2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:
 - 4. **Other Insurance**
 - b. **Excess Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.



CERTIFICATE OF LIABILITY INSURANCE

LLOYREF-01

HALI

DATE (MM/DD/YYYY)
3/22/2011

PRODUCER Cragin & Pike, Inc. 3 W. Charleston Blvd. Vegas, NV 89102	(702) 877-1111	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Lloyd's Refrigeration, Inc. 5701 West Sunset Road Las Vegas, NV 89118	INSURERS AFFORDING COVERAGE INSURER A: Hartford Ins. Co. of the Midwest INSURER B: INSURER C: INSURER D: INSURER E:	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 ADDY: LTR NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input 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				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY. AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	53WELU3624	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> W/C STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
See attached page.

CERTIFICATE HOLDER

Clark County c/o Purchasing & Contracts
 Division
 Government Center, Fourth Floor
 500 South Grand Central Parkway
 P O Box 551217
 Las Vegas, NV 89155-1217

CANCELLATION

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.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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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

This Certificate of Insurance 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.

DESCRIPTION OF OPERATIONS -

Lloyd's Refrigeration, Inc.
5701 West Sunset Road
Las Vegas, NV 89118

Clark County c/o Purchasing & Contracts
Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P O Box 551217
Las Vegas, NV 89155-1217

The cancellation clause is amended to read 10 days notice if policy is cancelled due to non-payment of premium.

Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation) applies as per form WC 99 03 01 B attached to the Workers' Compensation policy, but only as required by written contract, subject to policy terms, conditions, limitations and exclusions.

Re: Bid No 602211-11 Annual Requirments Contract for HVAC Maintenance and minor repairs countywide. AM Best Rating A XV

03285

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

**Bodily Injury
by Accident** **\$500,000 Each Accident**

**Bodily Injury
by Disease** **\$500,000 Policy Limit**

**Bodily Injury
by Disease** **\$500,000 Each Employee**

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000 to \$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

- A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

03287

CERTIFICATE OF CUSTODIAN OF RECORDS

1
2 STATE OF NEVADA)
3 COUNTY OF CLARK) SS:

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

6 1. That she oversees the contract for Bid # 600902 and in such capacity is the
7 custodian of the records of the office or institution.

8 2. That on the 10th day of December, 2012, the Ms. Garcia was
9 served with a request calling for the production of the executed contract specific to
10 Bid # 600902.

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

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

18
19 NEVADA STATE LABOR COMMISSIONER DATED this 10th day of December, 2012.

20 EXHIBIT CCx27

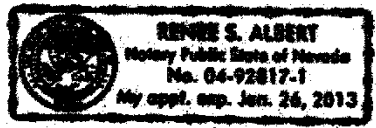
21 WITNESS N. Stanley

22 DATE 9/9/13

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

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

25
26 *Rene S. Albert*
NOTARY PUBLIC



03287

**CLARK COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM**

Issue:	Amendment	Back-up:
Petitioner:	George W. Stevens, Chief Financial Officer Randall J. Tarr, Director of Real Property Management Jim Dixon, Deputy Chief of Detention	Clerk Ref. #
Recommendation:		
<p>That the Board of County Commissioners approve Amendment No. 1 to the contract with Carrier Corporation, for Annual Requirements Contract for Full-Coverage Services for Chiller Maintenance; and authorize the Chief Financial Officer or his designee to sign the amendment, contingent upon submission of the required rider to the current Performance Bond; or take other action as appropriate.</p>		

FISCAL IMPACT:

Amendment No. 1 will increase the contract by \$24,385 annually, for a new annual contract amount of \$278,246.41

Real Property Management Facilities	1010.000-11200822000 (\$135,371.12 annually)
Real Property Management Facilities	6840.000-11200822000 (\$84,381.41 annually)
Clark County Detention Center	2060.000-5000410230 (\$40,133.88 annually)
Clark County Detention-North Valley Complex	2470.000-5000410230 (\$18,360 annually)

BACKGROUND:

On January 15, 2008, the Board of County Commissioners approved the award of Bid No. 600902-07 to Carrier Corporation in the amount of \$240,163 annually.

In accordance with the bid document, General Provisions, Page II-4, Number 23, Price Adjustment Requests, Carrier Corporation received a price increase of 4.5 percent on labor for the renewal term of February 1, 2009 through January 31, 2010, for a new annual contract amount of \$246,546.38. Price increases of 3.84 percent on labor and 2.0 percent on material were approved for the renewal term of February 1, 2010 through January 31, 2011, for a new annual contract amount of \$253,861.41.

This amendment will provide for the addition of services at Bob Price Recreation Center and at the Clark County Detention North Valley Complex beginning July 1, 2010 as the warranty period expires June 30, 2010. Carrier Corporation currently holds a Clark County business license.

These modifications and costs were reviewed by the Department of Real Property Management's staff and Clark County Detention's staff, and were found equitable for the work involved. The attached Amendment document details the work and costs involved.

Prepared by: Adriane Garcia, CPPB

Respectfully submitted,

George W. Stevens
 GEORGE W. STEVENS
 Chief Financial Officer
 B600902-07-Carrier-AKG.Doc

Cleared for Agenda

2/16/10BA
 03288

8

**AMENDMENT 1
 BID 600902-07
 ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER
 MAINTENANCE**

THIS AMENDMENT is made and entered into this 16th day of February 2010, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "OWNER"), and CARRIER CORPORATION (hereinafter referred to as "SUCCESSFUL BIDDER").

WITNESSETH:

WHEREAS, the parties entered into an agreement under Bid Number 600902-07, entitled "Annual Requirements Contract for Full-Coverage Services for Chiller Maintenance" dated February 1, 2008 (hereinafter referred to as CONTRACT); and

WHEREAS, the parties desire to amend the CONTRACT.

NOW, THEREFORE, the parties agree to amend the CONTRACT as follows:

1. Bid Form, Lot 1, Countywide Facilities, add Line Item 25 to read as follows:

Line No.	Item	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Cost
25		1 Yr.	McQuay, chiller, 75 ton, air cooled	1	EA	\$6,025.00	\$6,025.00

* Services for this location are to commence upon award of this amendment.

2. Bid Form, Lot 3, Clark County Detention Center, add Line Item 26 to read as follows:

Line No.	Item	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Cost
26		1 Yr.	Trane, chiller, 425 ton, screw	2	EA	\$9,180.00	\$18,360.00

* Services for this location are to commence on July 1, 2010.

3. In accordance with General Conditions, Page II-1, Number 11, Performance Bond, "...the SUCCESSFUL BIDDER shall furnish a "Faithful Performance Bond" in the amount of one-hundred (100) percent of the annual contract value." This amendment represents an increase in the annual contract value of \$24,385.00 for a new annual contract value of \$278,246.41. For full execution of this amendment, SUCCESSFUL BIDDER shall provide a rider to the current Faithful Performance Bond that is reflective of this amendment and any price increases approved to date to bring the current bond value in line with the current annual value of the contract.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

OWNER:
COUNTY OF CLARK, NEVADA

SUCCESSFUL BIDDER:
CARRIER CORPORATION

By: George W. Stevens

By: Van Hoppler

GEORGE W. STEVENS
Chief Financial officer

VAN HOPPLER
Territory Service Manager

APPROVED AS TO FORM:
DAVID ROGER, District Attorney

By: Elizabeth A. Vibert
ELIZABETH VIBERT
Deputy District Attorney

**CLARK COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM**

Issue:	Award of Bid	Back-up:
Petitioner:	George W. Stevens, Chief Financial Officer Randall J. Tarr, Director of Real Property Management	Clerk Ref. #
Recommendation: That the Board of County Commissioners approve the award of Bid Number 600902, Annual Requirements Contract for Full-Coverage Services for Chiller Maintenance, to the low responsive and responsible bidder, contingent upon submission of the required bonds and insurance. Staff recommends rejection of both bids received from DP Air Corporation, rejection of the bid received from Consolidated Mechanical Contractors, Inc., and award to Carrier Corporation.		

FISCAL IMPACT:

Real Property Management Facilities	1010.000-11200822000 (\$122,215 annually)
Real Property Management Facilities	6840.000-11200822000 (\$79,829 annually)
Clark County Detention Center	2060.000-5000410230 (\$38,119 annually)

BACKGROUND:

Bid Number 600902, Annual Requirements Contract for Full-Coverage Services for Chiller Maintenance was advertised on November 2, 2007, and five bids were received.

<u>BIDS RECEIVED:</u>	<u>BID AMOUNTS:</u>
DP Air Corporation (LBE)	\$ 228,936
Carrier Corporation (NBE)	\$ 240,163*
Consolidated Mechanical Contractors, Inc. (NBE)	\$ 397,440
M. M. S. Metro Mechanical Services (NBE)	\$ 442,378
Johnson Controls, Inc. (NBE)	\$ 520,990*
DP Air Corporation (LBE)	\$5,313,456

*Corrected total

This contract will provide for the full-coverage maintenance service of chiller units located County wide, including the Regional Justice Center and Clark County Detention Center.

Staff recommends rejection of the bids received from DP Air Corporation for their failure to submit the necessary bid documents, including the Bid Form and the Bid Security. Staff recommends rejection of the bid received from Consolidated Mechanical Contractors, Inc. as their bid was submitted with a list of material deviations to bid requirements.

The term of this contract is for the period from February 1, 2008 through January 31, 2009, and includes the option to renew for four one-year periods, and the option to increase the annual amount up to 25 percent, based on possible increased user requirements for the renewal terms.

Prepared by: Adriane Garcia, CPPB

Respectfully submitted,

Cleared for Agenda

George W. Stevens
GEORGE W. STEVENS
Chief Financial Officer

January 15, 2008

B600902-ChillerMaint.Doc

Agenda Item # **0324**

ER3291



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., Purchasing Manager



CLARK COUNTY, NEVADA
BID NO. 600902
ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER
MAINTENANCE

November 28, 2007

ADDENDUM NO. 3

INVITATION TO BID

1. The bid opening date has been changed from Monday December 3, 2007 at 3:00 p.m. to Monday December 10, 2007 at 3:00 p.m.

DELETIONS

2. Page III-2, Special Conditions, Number 11 - Service Provider Requirements, Section C, Sentence 1; delete the word "local". Sentence 2 of the same paragraph; delete in its entirety.

ADDITIONS

3. Page III-3, Special Conditions, Number 12 - Performance Requirements, Section C; add the following at the end of Paragraph 4:

STATE OF NEVADA LEGAL HOLIDAYS

The Successful Bidder is advised that below there are 10 firm legal holidays and 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 Owner's representative prior to commencement of the Project.

BOARD OF COUNTY COMMISSIONERS
RORY REID, Chairman • CHIP MAXFIELD, Vice-Chairman
SUSAN BRAGER • TOM COLLINS • CHRIS GUNCHIGLIANI • LAWRENCE WEEKLY • BRUCE L. WOODBURY
VIRGINIA VALENTINE, P.E., County Manager

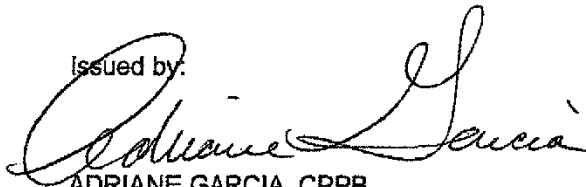
03292

ER3292

CORRECTIONS

4. Pages II-1 through II-5, Header; replace "General Provisions" with "General Conditions".
5. Pages III-1 through III-4, Header; replace "General Provisions" with "Special Conditions".
6. Pages IV- 1 through IV-3, Header; replace "General Provisions" with "Service Specifications".

Issued by:

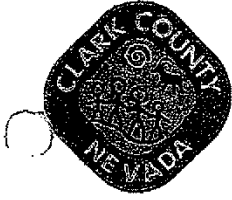


ADRIANE GARCIA, CPPB
Purchasing Analyst

cc: Jeffrey Jacobson, Real Property Management, Facilities
Deyanira Flores, Real Property Management, Facilities
Lloyd Noffsinger, Clark County Detention Center
Tom Pickrell, Real Property Management, Facilities
Michael Green, Real Property Management

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ER3293



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., Purchasing Manager



CLARK COUNTY, NEVADA
BID NO. 600902
ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER
MAINTENANCE

November 20, 2007

ADDENDUM NO. 2

INVITATION TO BID

1. The bid opening date remains Monday December 3, 2007 at 3:00 p.m.

BID FORM

2. Discard Bid Form pages V-1 through V-4 and replace with the attached revised Bid Form pages V-1 through V-4.

ATTACHMENT 4

3. Discard Attachment 4 page 4-1 and replace with the attached revised Attachment 4 page 4-1.

Issued by:

ADRIANE GARCIA, CPPB
Purchasing Analyst

Attachment(s): Bid Form (revised)
Attachment 4 (revised)

cc: Jeffrey Jacobson, Real Property Management, Facilities
Deyanira Flores, Real Property Management, Facilities
Lloyd Noffsinger, Clark County Detention Center
Tom Pickrell, Real Property Management, Facilities
Michael Green, Real Property Management

CLARK COUNTY, NEVADA

BID FORM

BID NO. 600902

ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER MAINTENANCE

Revised per Addendum No. 2

Name of Firm

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

LOT 1 – COUNTYWIDE FACILITIES						
Line Item No.	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Total
1	5 Yrs.	Carrier, chiller 92 ton, screw	1	EA	\$	\$
2	6 Yrs.	Carrier, chiller, 155 ton, screw	2	EA	\$	\$
3	5 – 6 Yrs.	McQuay, chiller, 200 ton, reciprocating	2	EA	\$	\$
4	2 Yrs.	Trane, chiller, 80 ton, air cooled	1	EA	\$	\$
5	7 Yrs.	Trane, chiller, 90 ton, screw	1	EA	\$	\$
6	Under 1 Yr.	Trane, chiller, 250 ton, screw	1	EA	\$	\$
7	14 Yrs.	Trane, chiller, 500 ton, centrifugal	2	EA	\$	\$
8	8 Yrs.	York, chiller, A&B 25 ton, reciprocating	1	EA	\$	\$
9	8 Yrs.	York, chiller, 120 ton, reciprocating	1	EA	\$	\$
10	6 Yrs.	York, chiller, 150 ton, screw	2	EA	\$	\$
11	4 Yrs.	York, chiller, 155 ton, screw	2	EA	\$	\$
12	Under 1 Yr.	York, chiller, 158 ton, screw	1	EA	\$	\$
13	8 – 12 Yrs.	York, Chiller, 200 ton, centrifugal, Variable Speed Drive	2	EA	\$	\$

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LOT 1 (CONTINUED)

Line Item No.	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Total
14	4 Yrs.	York, Chiller, 200 ton, reciprocating	1	EA	\$	\$
15	12 Yrs.	York, Chiller, 458 ton, centrifugal	2	EA	\$	\$
16	12 Yrs.	York, Chiller, 458 ton, centrifugal, Variable Speed Drive	1	EA	\$	\$
17	7 Yrs.	York, chiller, 500 ton, centrifugal	1	EA	\$	\$
18	7 Yrs.	York, chiller, 500 ton, centrifugal, Variable Speed Drive	1	EA	\$	\$
19	LOT 1 ANNUAL SHIPPING ALLOWANCE					\$5,000.00
LOT 1 TOTAL						\$

LOT 2 - REGIONAL JUSTICE CENTER

Line Item No.	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Total
20	4 Yrs.	Trane, chiller, 1300 ton, centrifugal	3	EA	\$	\$
21	LOT 2 ANNUAL SHIPPING ALLOWANCE					\$5,000.00
LOT 2 TOTAL						\$

03296

LOT 3 - CLARK COUNTY DETENTION CENTER

Line Item No.	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Total
22	3 - 10 Yrs.	York, chiller, 367 ton, screw	3	EA	\$	\$
23	5 Yrs.	York, Chiller, 400 ton, centrifugal, Variable Speed Drive	2	EA	\$	\$
24	LOT 3 ANNUAL SHIPPING ALLOWANCE					\$5,000.00
LOT 3 TOTAL						\$

BID TOTAL: \$ _____

TERMS OF PAYMENT:

_____% , _____ calendar days.

ATTACHMENTS TO BID FORM

Attachment 1, Subcontractor Information, is attached.

The Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum:

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

DEVIATIONS TO BID

The Bidder will list, on a separate sheet of paper, any deviations to the conditions of this bid. This sheet will be labeled, "Deviations to Bid Conditions" and will be attached to the Bid Form. If no exceptions are stated, it will be understood that all terms and conditions will be complied with. **ANY DEVIATIONS MAY BE CONSIDERED SUBSTANTIAL AND BE CAUSE FOR REJECTION.**

SIGNATURE OF BIDDER

LEGAL NAME OF FIRM

NAME OF BIDDER (PRINT OR TYPE)

ADDRESS OF FIRM

PHONE NUMBER OF BIDDER

CITY STATE, ZIP

FAX NUMBER OF BIDDER

DATE

03297

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.

03298

ER3298

Attachment 4
 BID NO. 600902
 ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER MAINTENANCE
 Revised per Addendum No. 2

DISTRIBUTION OF LINE ITEM PRICE

Line Item No.	Description	% Labor		% Product	Total
1	Carrier, chiller 92 ton, screw	%	+	%	100%
2	Carrier, chiller, 155 ton, screw	%	+	%	100%
3	McQuay, chiller, 200 ton, reciprocating	%	+	%	100%
4	Trane, chiller, 80 ton, air cooled	%	+	%	100%
5	Trane, chiller, 90 ton, screw	%	+	%	100%
6	Trane, chiller, 250 ton, screw	%	+	%	100%
7	Trane, chiller, 500 ton, centrifugal	%	+	%	100%
8	York, chiller, A&B 25 ton, reciprocating	%	+	%	100%
9	York, chiller, 120 ton, reciprocating	%	+	%	100%
10	York, chiller, 150 ton, screw	%	+	%	100%
11	York, chiller, 155 ton, screw	%	+	%	100%
12	York, chiller, 158 ton, screw	%	+	%	100%
13	York, chiller, 200 ton, centrifugal, Variable Speed Drive	%	+	%	100%
14	York, chiller, 200 ton, reciprocating	%	+	%	100%
15	York, chiller, 458 ton, centrifugal	%	+	%	100%
16	York, chiller, 458 ton, centrifugal, Variable Speed Drive	%	+	%	100%
17	York, chiller, 500 ton, centrifugal	%	+	%	100%
18	York, chiller, 500 ton, centrifugal, Variable Speed Drive	%	+	%	100%
20	Trane, chiller, 1300 ton, centrifugal	%	+	%	100%
22	York, chiller, 367 ton, screw	%	+	%	100%
23	York, chiller, 400 ton, centrifugal, Variable Speed Drive	%	+	%	100%

03299

ER3299



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., Purchasing Manager

CLARK COUNTY, NEVADA
BID NO. 600902

ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER
MAINTENANCE

November 19, 2007

ADDENDUM NO. 1

INVITATION TO BID

1. The bid opening date remains Monday December 3, 2007 at 3:00 p.m.

CLARIFICATIONS

2. All chiller units referenced in the bid document are all located in the Las Vegas Valley area.

BID FORM

3. Discard Bid Form pages V-1 through V-4 and replace with the attached revised Bid Form pages V-1 through V-4.

ATTACHMENT 4

4. Discard Attachment 4 page 4-1 and replace with the attached revised Attachment 4 page 4-1.

Issued by:

A handwritten signature in black ink, appearing to read "Adriane Garcia, CPPB".

ADRIANE GARCIA, CPPB
Purchasing Analyst

Attachment(s): Bid Form (revised)
Attachment 4 (revised)

cc: Jeffrey Jacobson, Real Property Management, Facilities
Deyanira Flores, Real Property Management, Facilities
Lloyd Noffsinger, Clark County Detention Center
Tom Pickrell, Real Property Management, Facilities
Michael Green, Real Property Management

BOARD OF COUNTY COMMISSIONERS
RORY REID, Chairman • CHIP MAXFIELD, Vice-Chairman
SUSAN BRAGER • TOM COLLINS • CHRIS GIUNCHIGLIANI • LAWRENCE WEEKLY • BRUCE L. WOODBURY
VIRGINIA VALENTINE, P.E., County Manager

03300

ER3300

CLARK COUNTY, NEVADA

BID FORM

BID NO. 600902

ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER MAINTENANCE

Revised per Addendum No. 1

Name of Firm

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

LOT 1 - COUNTYWIDE FACILITIES						
Line Item No.	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Total
1	5 Yrs.	Carrier, chiller 92 ton, screw	1	EA	\$	\$
2	6 Yrs.	Carrier, chiller, 155 ton, screw	2	EA	\$	\$
3	5 - 6 Yrs.	McQuay, chiller, 200 ton, reciprocating	2	EA	\$	\$
4	2 Yrs.	Trane, chiller, 80 ton, air cooled	1	EA	\$	\$
5	7 Yrs.	Trane, chiller, 90 ton, screw	1	EA	\$	\$
6	Under 1 Yr.	Trane, chiller, 250 ton, screw	1	EA	\$	\$
7	14 Yrs.	Trane, chiller, 500 ton, centrifugal	2	EA	\$	\$
8	8 Yrs.	York, chiller, A&B 25 ton, reciprocating	1	EA	\$	\$
9	8 Yrs.	York, chiller, 120 ton, reciprocating	1	EA	\$	\$
10	6 Yrs.	York, chiller, 150 ton, screw	2	EA	\$	\$
11	4 Yrs.	York, chiller, 155 ton, screw	2	EA	\$	\$
12	Under 1 Yr.	York, chiller, 158 ton, screw	1	EA	\$	\$
13	8 - 12 Yrs.	York, Chiller, 200 ton, centrifugal, Variable Speed Drive	2	EA	\$	\$

03301

LOT 1 (CONTINUED)

Line Item No.	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Total
14	4 Yrs.	York, Chiller, 200 ton, reciprocating	1	EA	\$	\$
15	12 Yrs.	York, Chiller, 458 ton, centrifugal	2	EA	\$	\$
16	12 Yrs.	York, Chiller, 458 ton, centrifugal, Variable Speed Drive	1	EA	\$	\$
17	7 Yrs.	York, chiller, 500 ton, centrifugal	1	EA	\$	\$
18	7 Yrs.	York, chiller, 500 ton, centrifugal, Variable Speed Drive	1	EA	\$	\$
19	LOT 1 ANNUAL SHIPPING ALLOWANCE					\$5,000.00
LOT 1 TOTAL						\$

LOT 2 - REGIONAL JUSTICE CENTER

Line Item No.	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Total
20	4 Yrs.	Trane, chiller, 1300 ton, centrifugal	3	EA	\$	\$
21	LOT 2 ANNUAL SHIPPING ALLOWANCE					\$5,000.00
LOT 2 TOTAL						\$

03302

LOT 3 – CLARK COUNTY DETENTION CENTER

Line Item No.	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Total
22	3 – 10 Yrs.	York, chiller, 367 ton, screw	3	EA	\$	\$
23	5 Yrs.	York, Chiller, 400 ton, centrifugal	2	EA	\$	\$
24	LOT 3 ANNUAL SHIPPING ALLOWANCE					\$5,000.00
LOT 3 TOTAL						\$

BID TOTAL: \$ _____

TERMS OF PAYMENT:

_____% , _____ calendar days.

ATTACHMENTS TO BID FORM

Attachment 1, Subcontractor Information, is attached.

The Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum:

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

DEVIATIONS TO BID

The Bidder will list, on a separate sheet of paper, any deviations to the conditions of this bid. This sheet will be labeled, "Deviations to Bid Conditions" and will be attached to the Bid Form. If no exceptions are stated, it will be understood that all terms and conditions will be complied with. **ANY DEVIATIONS MAY BE CONSIDERED SUBSTANTIAL AND BE CAUSE FOR REJECTION.**

SIGNATURE OF BIDDER

LEGAL NAME OF FIRM

NAME OF BIDDER (PRINT OR TYPE)

ADDRESS OF FIRM

PHONE NUMBER OF BIDDER

CITY STATE, ZIP

FAX NUMBER OF BIDDER

DATE

03303

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.

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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.

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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.

03304

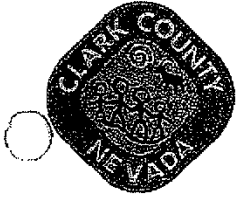
ER3304

Attachment 4
 BID NO. 600902
 ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER MAINTENANCE
 Revised per Addendum No. 1

DISTRIBUTION OF LINE ITEM PRICE

Line Item No.	Description	% Labor		% Product	Total
1	Carrier, chiller 92 ton, screw	%	+	%	100%
2	Carrier, chiller, 155 ton, screw	%	+	%	100%
3	McQuay, chiller, 200 ton, reciprocating	%	+	%	100%
4	Trane, chiller, 80 ton, air cooled	%	+	%	100%
5	Trane, chiller, 90 ton, screw	%	+	%	100%
6	Trane, chiller, 250 ton, screw	%	+	%	100%
7	Trane, chiller, 500 ton, centrifugal	%	+	%	100%
8	York, chiller, A&B 25 ton, reciprocating	%	+	%	100%
9	York, chiller, 120 ton, reciprocating	%	+	%	100%
10	York, chiller, 150 ton, screw	%	+	%	100%
11	York, chiller, 155 ton, screw	%	+	%	100%
12	York, chiller, 158 ton, screw	%	+	%	100%
13	York, chiller, 200 ton, centrifugal, Variable Speed Drive	%	+	%	100%
14	York, chiller, 200 ton, reciprocating	%	+	%	100%
15	York, chiller, 458 ton, centrifugal	%	+	%	100%
16	York, chiller, 458 ton, centrifugal, Variable Speed Drive	%	+	%	100%
17	York, chiller, 500 ton, centrifugal	%	+	%	100%
18	York, chiller, 500 ton, centrifugal, Variable Speed Drive	%	+	%	100%
20	Trane, chiller, 1300 ton, centrifugal	%	+	%	100%
22	York, chiller, 367 ton, screw	%	+	%	100%
23	York, chiller, 400 ton, centrifugal	%	+	%	100%

03305



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., Purchasing Manager

CLARK COUNTY, NEVADA

INVITATION TO BID

BID NO. 600902

ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER MAINTENANCE

The bid package is available as follows:

- Pick up – Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers, or call (702) 455-2897.

A guided tour of representative facilities will be held on Thursday, November 15, 2007 at 7:15 a.m. Anyone wishing to attend must be present at the Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, Nevada 89106 by the time noted. The guided tour will be conducted from 7:15 a.m. until 2:30 p.m. with a one-hour lunch break from 11:00 a.m. to 12:00 p.m. Transportation will be provided by Clark County and the tour will run consecutively, therefore you must be in attendance at the start of the tour to be included.

A Prebid Conference will be held on **Thursday, November 15, 2007 at 3:15 p.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 **Monday, December 3, 2007 at 3:00 pm.**

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review-Journal
November 2, 2007

BOARD OF COUNTY COMMISSIONERS
RORY REID, Chairman • CHIP MAXFIELD, Vice-Chairman
SUSAN BRAGER • TOM COLLINS • CHRIS GIUNCHIGLIANI • LAWRENCE WEEKLY • BRUCE L. WOODBURY
VIRGINIA VALENTINE, P.E., County Manager

03306

ER3306

HELPFUL BID INFORMATION

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:

FAX ON DEMAND



This fully automated system allows you to request and receive hard copy purchasing information electronically.

To access the system, dial (702) 455-5428 from any touch tone telephone and follow the voice prompts to request/receive the desired information.

The information available from the system includes our bidders list application, schedule of current projects, frequently asked questions, staff information, our workshop schedule, as well as other important and useful purchasing related information.

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 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.

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 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 Nita Lopez in the Business Development Division, at telephone number (702) 455-2897.

03307

GENERAL INFORMATION

PRICE ADJUSTMENTS

HOW DO I REQUEST PRICE ADJUSTMENTS:

All price adjustments must be made in writing to:

Clark County Finance Department
Purchasing and Contracts Division
500 South Grand Central Parkway
Las Vegas, NV 89106
ATTN: Purchasing Manager

WHAT NEEDS TO BE INCLUDED WITH THIS REQUEST:

Documentation from the manufacturer, published price sheets and/or suitable documentation as specified in the bid document are needed to support your request. The contract number should also be referenced in this letter. Without this information, your price adjustment request cannot be considered.

WHEN CAN I REQUEST A PRICE INCREASE:

Normally bid prices must remain firm for the initial term of the contract. A service price increase is based upon an employment cost index or a consumer price index as specified in the price adjustment clause of the contract. A Goods price increase is based upon suitable proof.

WHAT ABOUT A PRICE DECREASE:

Likewise, any price reduction, which is over a percentage designated in the contract, shall be passed on to the County and suppliers are obligated to treat price decreases as equally as price increases during the tenure of the contract. This price adjustment clause applies to most commodity and service contracts.

HOW FAR IN ADVANCE MUST PRICE ADJUSTMENTS BE REQUESTED:

Advance notice may be 30, 60 or 90 days in advance of the effective date of the adjustment and would be determined by each individual contract. There are a few exceptions.

WHAT ABOUT DISCOUNT FROM LIST PRICING:

Price Adjustment clauses are not applicable for "discount from list" such as manufacturers' price sheets; price lists and catalogs, as the supplier's current list will already reflect market changes. Therefore, while the percent of discount offered by the supplier must remain firm for the term of the contract, the supplier must provide updated price lists to the County user department(s) when updated. Price lists can be submitted once a year per price adjustment period.

03308

I - GENERAL PROVISIONS

BID NO. 600902

ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER 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. TERMS

The term "Owner" as used throughout this document will mean the County of Clark, Las Vegas, Nevada.

The term "BCC" as used throughout this document will mean the Board of County Commissioners.

The term "Purchasing Manager" as used throughout this document will mean the Clark County Purchasing Manager or her designee responsible for the Purchasing and Contracts Division.

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 contacts will be: Tom Pickrell, Facilities Manager (702) 455-6381 or his designee and Lloyd Noffsinger, Clark County Detention Center (702) 671-3932.

4. CONTACT WITH OWNER DURING BIDDING PROCESS

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

5. FEDERAL, STATE, LOCAL LAWS

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

6. TAXES

The Owner is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000028). A copy of the tax exempt letter is available by calling our Fax-On-Demand Information System at (702) 455-5428 and requesting Document 107. The price(s) bid must be net, exclusive of these taxes.

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. EMPLOYMENT OF UNAUTHORIZED ALIENS

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

9. INCONSISTENCIES IN CONDITIONS

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

10. INDEMNITY

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

11. ADDENDA AND INTERPRETATIONS

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

03309

Annual Requirements Contract for Full-Coverage Services for Chiller Maintenance

12. PUBLIC RECORDS

The Owner is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061 (2), a bid that requires negotiation or evaluation by the Owner may not be disclosed until the bid is recommended for award of a contract.

13. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

14. 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 "Confidential/Proprietary Information" clause in the General Provisions. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 455-2897 and request the Purchasing Front Desk to schedule your appointment.

15. PREPARATION OF FORMS

All bids will be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and will be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the proposal. If there are discrepancies between unit prices bid and the extended total, the unit price will prevail.

16. SUBCONTRACTOR INFORMATION

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

If there are any questions regarding **Attachment 1**, please contact Nita Lopez, at telephone number (702) 455-3138.

17. DURATION OF OFFER

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

18. 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.

19. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of the Bidder and the bid number and title. Bidders are requested to submit 1 original and 1 copy of the Bid Form and 1 copy of all requested attachments unless otherwise specified. No responsibility will attach to the Owner, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped at 3:01 p.m. or after will be returned unopened to the Bidder. **FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.** Bidders and other interested parties are invited to attend the bid opening.

The following are detailed delivery/ mailing instructions for bids:

HAND DELIVERY

Clark County Government Center
500 South Grand Central Parkway
Purchasing and Contracts Division, 4th Floor
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, the Bidder shall be wholly responsible for the timely delivery of its bid.

03310

20. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.165 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.

21. WITHDRAWAL OF BID

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing Analyst in writing, or a bid release form has been properly filled out and submitted to the Purchasing 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.

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

If a Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

22. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

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

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

23. REJECTION OF BID

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

24. 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 the Owner.
- 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 of the Bid Form.
- F. Failure to fill out the Disclosure of Ownership/Principals form if requested.

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

25. DISCLOSURE OF OWNERSHIP / PRINCIPALS

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

26. TIE-BIDS

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

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

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27. PROTESTS

- A. Any Bidder who submits a bid for this project and is allegedly aggrieved in connection with this solicitation or award of this contract may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated. The protest must be submitted in writing to the Purchasing Analyst, within 3 working days after Owner notifies all Bidders of its intent to award. 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 3 working days of receipt of the decision, a protestor may submit to the Purchasing Manager or her designee its written notice of intent to appeal the decision to the BCC. The Purchasing Manager or her designee will notify the protestor of the date they may appear to present their appeal to the BCC. The decision of the BCC will be final. The BCC need not consider protests unless this procedure is followed.
- B. If this solicitation has been advertised, the Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:
 - 1. 25% of the total value of the bid submitted by the Bidder filing the notice of protest; or
 - 2. \$250,000
- C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until the 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 the 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, the bond posted or other security submitted with the notice of protest must be returned to the Bidder who posted the bond or submitted the security. If the protest is rejected, the OWNER may make a claim against the bond or other security in an equal amount to the expenses incurred by the OWNER because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

28. USE BY OTHER GOVERNMENT ENTITIES

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

29. DISCRIMINATION

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

30. AUDITS

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

31. ASSIGNMENT OF CONTRACTUAL RIGHTS

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

32. TERMINATION FOR CONVENIENCE

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

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33. TERMINATION FOR CAUSE

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

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II - GENERAL CONDITIONS

BID NO. 600902

ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER MAINTENANCE

1. METHOD OF AWARD

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

2. NOTICE OF AWARD

Award of this bid will be by "Letter of Award" issued by the Purchasing Analyst. The contract shall include this Bid Document, any associated Addendums, and the Bid Form as signed by the successful Bidder.

3. PREBID CONFERENCE

A 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 that the Bidders may have.

4. INITIAL TERM

The initial term of this contract shall be from date of award through one (1) year.

5. CONTRACT RENEWAL

Owner reserves the option to renew this contract for an additional four (4), one-year period(s) from its expiration date.

6. CONTRACT EXTENSION

Owner reserves the option to temporarily extend this contract for up to ninety (90) days from its expiration date for any reason.

7. BIDDER'S REPRESENTATION

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

BID DOCUMENTS NECESSARY FOR SUBMITTAL

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

9. ADDITIONAL BID SUBMITTALS

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

10. INSURANCE

The successful Bidder shall carry Commercial General Liability and Automobile Liability Insurance, in the amount of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate during the term of this contract.

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

The successful Bidder shall include the cost of the insurance coverages in its bid price(s). The successful Bidder shall provide the Owner with proof of insurance as specified within 3 working days after Owner request.

11. PERFORMANCE BOND

Prior to execution of a contract, the successful Bidder shall furnish a "Faithful Performance Bond" in the amount of one-hundred (100) percent of the annual contract value. The successful Bidder shall pay all premiums and costs of bonds. **The performance bond shall be written on the form provided by the Owner.** The 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 a licensed non-resident agent must be countersigned by a resident (Nevada) agent per the provisions of NRS 680A.300.** The performance bond must be issued by a certified surety which 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.

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The performance bond shall be sent to the Purchasing and Contracts Division, Attention: Insurance Coordinator, no later than 10 calendar days after notification of award. See the "Submission of Bids" clause in the General Provisions for the appropriate mailing address.

12. LIQUIDATED DAMAGES - INSURANCE / PERFORMANCE BOND SUBMITTAL

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

13. FISCAL FUNDING OUT

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

14. DELIVERY REQUIREMENTS

A. FORCE MAJEURE

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

B. INSTALLATION

The successful Bidder will be responsible for all installation, including the removal of all residual packing or shipping materials. If requested, an authorized factory representative for the successful Bidder shall be present during installation, at no charge to the Owner.

C. ENGINEERING SERVICES

Should the product fail to operate properly upon start-up, the successful Bidder shall provide the services of a field engineer, as needed. This service shall be furnished at no additional cost to the Owner.

D. FAILURE TO DELIVER

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

E. DAMAGED OR DEFECTIVE PRODUCTS

The successful Bidder shall replace, at no cost to the Owner, damaged or defective products within twenty-four (24) hours after receipt of notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, the successful Bidder shall reimburse the Owner the full price paid to the other supplier.

F. LIQUIDATED DAMAGES - COMPLETION OF CONTRACT

In case of failure on the part of the successful Bidder to deliver the product and/or service within the time specified, or with such additional time as may be granted by the formal action of the Owner, the Bidder shall pay to the Owner, as liquidated damages, \$100.00 per calendar day. This sum shall be considered as reimbursement, in part, to the Owner for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from the successful Bidder or billed to the successful Bidder directly. This shall not preclude the recovery of any other damages, which can be reasonably estimated.

G. MANUALS AND LISTS

Two (2) copies of all applicable shop manuals, repair manuals, and parts lists shall be submitted to Owner at the time of delivery.

15. CONSUMPTION ESTIMATES

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

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16. PURCHASE ORDERS

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

17. 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 30 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 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.

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

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

18. INVOICE AUDITS

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

19. PARTIAL PAYMENTS

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

20. CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, the Owner reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of the successful Bidder's obligations under this contract, in whatever manner the Owner determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to the contract be made during the contract term, a written amendment detailing those elements shall be executed by the successful bidder and the Purchasing Manager or her designee.

21. WARRANTY

The successful Bidder shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment and/or services or honor warranty provided by the manufacturer whichever is greater. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by the Owner, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship within twenty-four (24) hours after notification.

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22. PRICE ADJUSTMENT REQUESTS

Commencing on date of award, prices shall not be subject to change during the first contract year. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance, 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 the successful Bidder has been notified in writing of Owner's approval of the new Price(s). Only one (1) written price adjustment request will be accepted from the successful Bidder per PAP (price adjustment period).

Fixed Price:

Increases will apply only to products and/or services affected by an increase in a raw material, labor, or another like cost factor and will be verified against **Producer Price Index for Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance - NAICS 811310.**

Drastic Market Conditions

Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of the contract, Owner may consider these increases in addition to the allowed PAP increase, providing the successful Bidder submits written documentation and suitable proof by line item to Owner requesting permission and explaining in detail the unforeseen circumstances predicated the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the last price increase, to the date of performance by an amount exceeding twelve (12) percent. General industry correspondence in regards to market conditions are not suitable proof.

Price Decrease

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

Distribution of Line Items (Attachment 4)

If the price of an individual line item contains more than one element (i.e. labor and material), the Distribution of Line Item Price Form shall be completed for that line.

Multiple Line Items

When multiple line items exist, the price adjustment must be justified on a line-by-line basis, not on the grand total.

23. OPERATIONAL SYSTEMS

The successful Bidder shall maintain a completely operational system as determined by the manufacturer's operation manual, whether or not all items necessary to make the system operational are specified. The successful bidder shall supply all equipment, labor and tools necessary to maintain an operational system.

24. PRODUCTS

The successful Bidder shall guarantee that all products and materials provided to Owner 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 or material 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.

25. REPLACEMENT PARTS

All major component replacement parts shall be readily available from suppliers within twenty-four (24) hours. All replacement parts and/or material purchased and/or installed under this contract shall become the property of OWNER.

26. ENTITIES AUTHORIZED TO USE THE BID

It is hereby understood that the governmental entities listed below may utilize this bid at their option to obtain products at the bid price throughout the term as specified in this document.

Las Vegas Metropolitan Police Department

Las Vegas Valley Water District

Clark County Water Reclamation District

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27. OUT OF STATE SUPPLIERS

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

28. TERMS OF PAYMENT

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

Example:

Terms of Payment: 2% payment discount if invoice is paid within 15 calendar days of receipt.

No prompt payment discount will be considered by the Owner in the bid evaluation process, unless the discount period offered by the Bidder is 30 calendar days or more.

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III - SPECIAL CONDITIONS

BID NO. 600902

ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER MAINTENANCE

1. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER PRIOR TO AWARD RECOMMENDATION

Apparent low Bidder shall furnish the following documents within ten (10) working days of Owner's request prior to Owner's recommendation of award to governing board.

- a. Name, address and phone number of the lab(s) that will conduct tests such as Eddy Current test, Vibration Analysis, Refrigerant Analysis and other tests not performed directly by the Bidder;
- b. name, address and phone number of Bidder's employee(s) holding the American Society of Non-destruction Testing (ASNT) Level III Certificate in Eddy Current Testing;
- c. copies of all certificates of factory training completion for each of Bidder's employees assigned to perform services on Owner's equipment and certificates of training for each technician showing completion of the EPA Universal Type Training for the proper handling of refrigerants;
- d. proof of EPA technician certification for each employee that will be handling refrigerant;
- e. name, address and phone number of three (3) firms, including government agencies, in the Las Vegas, Nevada area for which the Bidder is currently performing for or has performed services for each type of equipment specified in this Bid; and
- f. address and contact information of local factory authorized station or representative; and
- g. manufacturer's standard warranties covering both unit and replacement parts.

2. SAFETY REQUIREMENTS

The safety of the successful Bidder's employees or representatives and others in or around the area of repairs or maintenance is the responsibility of the successful Bidder. The successful Bidder, 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 successful Bidder shall provide them at no cost to the Owner.

3. SERVICE WORKERS BACKGROUND INVESTIGATION

Successful Bidder shall provide Owner's representative with a list of the names of all personnel who will be working at Owner's facilities, including all of successful Bidder's owners and officers.

A Las Vegas Metropolitan Police Department Records Check and fingerprinting background check will be required for all persons on the list. The Records Check shall be obtained from the Las Vegas Metropolitan Police Department, Police Records Section, 400 East Stewart Avenue, Las Vegas, Nevada 89101. All record checks shall be available immediately upon request by the Owner's representative. Requests shall be dated no more than 60-days prior to request. Owner reserves the right to deny a successful Bidder's employee access to Owner's site because of an unsatisfactory result on the Records Check of that employee. Owner further reserves the right to reject the low bidder if bidder's owner or officer's record check is unacceptable.

After the Records Check has been given to Owner's representative for review and has been approved by the Owner, the successful Bidder shall be responsible for supplying all personnel accessing Owner's facilities, with a Clark County 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 successful Bidder's employees to swipe their badges for access. Successful Bidder shall be responsible for obtaining new Record Checks and Clark County Vendor Identification Badge(s) for any new employee that will be assigned to accessing Owner'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 Owner for deactivation. Successful Bidder shall be responsible for all fees associated with obtaining the badges and record checks.

Should successful Bidder not adhere to the above security requirements, Owner may terminate contract immediately. Any successful Bidder'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 successful Bidder's contract to be terminated.

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4. PROHIBITED ACTIVITIES WHILE ON OWNER'S PROPERTIES

The activities prohibited by successful Bidder'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. Being under the influence of or use of alcohol or drugs while on Owner's property.

5. INGRESS AND EGRESS OF FACILITIES

Successful Bidder's employees must notify the Owner or Owner's representative before entering and exiting any of Owner's facilities to perform all services. The successful Bidder will be provided with a list of Owner's representatives for each of Owner's facilities.

6. KEYS / ACCESS CARDS

Successful Bidder shall have full responsibility for protection of all keys / access cards furnished to the successful Bidder and/or successful Bidder's employees. Successful Bidder 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 the Owner's representative. Successful Bidder 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.

7. CFC POLICY (Chlorofluorocarbons)

Successful Bidder and successful Bidder's employees shall adhere to the Owner's Refrigerant Compliance Program and Policy and be properly certified for refrigerant. Successful Bidder shall provide to Owner a copy of successful Bidder's employees' Refrigeration Compliance Card(s) and complete all current forms required by Owner for CFC compliance. Should the national or local EPA agency change the Refrigerant Compliance form, Owner will provide successful Bidder with the new form. Successful Bidder shall provide Owner a completed Refrigerant Compliance Form on a quarterly basis. If a refrigerant charge must be removed, stored, and recharged, successful Bidder will provide the storage and recycling equipment and ensure services are performed by technicians who are trained and certified. Successful Bidder shall provide copies of all required CFC compliance documentation to Owner within seven (7) working days after completion of services. Disposal of used oil and filters for compressors shall be in accordance with EPA guidelines and documentation shall be provided to Owner on the current Refrigerant Compliance Manual forms.

ADDITIONAL EQUIPMENT

Additional equipment may be installed by Owner and added to the contract after the manufacturer's warranty and new construction warranty has expired.

9. ADDITIONAL REQUIREMENTS

Although particular Owner departments may be identified in the solicitation, unless otherwise documented in the contract, other Owner departments may utilize the resulting contract.

10. LOCAL FACILITY

Successful Bidder shall maintain a local factory authorized service station or representative. The station shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the equipment, to be verified by Owner's representative. Non-compliance with this Section may result in termination of this contract.

11. SERVICE PROVIDER REQUIREMENTS

- a. Successful Bidder shall maintain and service all equipment described herein using Building Trades Journeyman, or equivalent technical level personnel. Successful Bidder's employees performing under this contract shall be qualified and fully certified to maintain equipment properly and to industry standard, using all reasonable care;
- b. Successful Bidder shall have a minimum of two (2) certified factory trained service technicians, for each type of equipment specified on call duty at all times;
- c. Successful Bidder's employees assigned to perform under this contract must have at least ten (10) years of local experience. Replacement employees must also meet the ten (10) years of local experience qualification unless successful Bidder receives a waiver in writing from Owner to approve an employee with less than 10 years of local experience.

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12. PERFORMANCE REQUIREMENTS

a. **WORK PLAN**

Immediately following award, successful Bidder 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 Annual Inspections, Annual Filter/Drier Service, Monthly Operating Inspection, High Oil Changes, Low Oil Changes, Tube Brushing Service, Tube Brush Evaporator Service, Vibration Analysis, and Eddy Current Tests and any other services deemed necessary in accordance with manufacturer's suggested preventive maintenance plan as required for each piece of equipment. The work plan shall include the dates of last service, the dates of next service, the time required to complete service in hours and the name of the technician(s) who will perform the service.

Owner's representative will assist successful Bidder in obtaining a list of the actual equipment housed in each facility and the 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 and shared with Owner for the duration of the contract.

b. **PERFORMANCE**

Successful Bidder shall be required to maintain all pertinent equipment relative to the chilled water system including all purge pumps, motor control centers, driers, oil pumps, compressors, control systems, all parts or equipment that is in contact with any type of refrigerant, all sensors and alarms associated with refrigerant alarms, all pneumatic systems for all controls directly or indirectly connected to panels or equipment under contract, be that centrifugal, reciprocating, electronic panels, motor controllers or any other item specified or indicated, and also includes all electrical interconnected items, but limited only to the related equipment of concern and any other equipment pertinent to the chilled water system not listed.

Successful Bidder is not required to maintain equipment that is external to the work unit such as, cooling towers, chilled or condenser water pumps, water treatment, air handlers, or water conveying piping.

Preventive maintenance and remedial maintenance service shall include the replacement of parts and materials deemed necessary by the successful Bidder and approved by Owner. All parts will be furnished on an exchange basis and will be new, standard parts or of equal quality. 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. Successful Bidder shall supply any and all operation manuals and warranty documents for replacement parts to Owner immediately upon completion of installation.

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 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 successful Bidder 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.

c. **RESPONSE**

Successful Bidder shall perform preventive maintenance, remedial maintenance and non-emergency repair during the hours of 6:00 am PST through 4:30 pm PST Monday through Friday excluding Owner's holidays, in order to provide services to all of Owner's facilities. Successful Bidder shall have the ability to respond to a request for non-emergency maintenance or repair within two (2) hours of receipt of request. Any equipment failure must be repaired and operating to industry standard within seventy-two (72) hours of receipt of request to respond unless a written extension of time to perform is given by Owner.

Successful Bidder shall perform emergency service as determined by Owner during the hours outside of those listed in paragraph above. Successful Bidder shall respond to Owner's facility within four (4) hours after notification from Owner of an emergency. If call back service must be performed during overtime hours, successful Bidder shall do so at no additional cost to Owner.

Successful Bidder shall maintain the necessary inventory of parts and materials required to meet the performance timeframes of the contract. Any parts or materials not readily available to successful Bidder shall be shipped via ground or air- freight to be received within twenty-four (24) hours of successful Bidder's notification of service request, if deemed necessary by Owner. Successful Bidder shall be responsible for all freight charges.

Successful Bidder shall provide a local phone number for emergency and regular maintenance requests. Contact phone number shall be manned by the Successful Bidder's employee(s) during the hours of 6:00 am PST through 4:30 pm PST Monday through Friday excluding Owner's holidays and have an answering service for all other hours. The Successful Bidder shall have at least two qualified technicians on call and readily available 24 hours a day, 7 days per week.

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d. **SERVICE LOGS AND SERVICE TICKETS**

Successful Bidder shall maintain in each of Owner's facilities a hardbound "log" book of all services performed on the equipment housed at that facility including but not limited to, a comprehensive history of all inspections, incidents, adjustments, start-up and shut-down services and repairs. All log books are to remain at Owner's facility at all times. Successful Bidder shall be responsible for ensuring that all log entries are comprehensive and legible. All log books and their contents are the property of Owner and are open to inspection at any time.

Successful Bidder shall, on a weekly basis for the duration of the term of this contract, provide County with a hard copy of all service tickets for both scheduled and unscheduled service that is performed under this contract. Successful Bidder shall provide Owner all service tickets electronically within twenty-four (24) hours of completion of service.

The successful bidder shall maintain all logs and service tickets in accordance with the Clark County Refrigeration Manager Software (RCM).

e. **TRAINING**

Successful Bidder shall provide operator training on all listed equipment as requested by Owner. Successful Bidder shall provide comprehensive operator training through a nationally recognized/certified program to six (6) of Owner's employees to be determined by Owner. Training shall be a comprehensive, hands-on, formal classroom training. All training shall be performed by factory certified trained technicians. Successful bidder shall provide training upon award and on an annual basis thereafter based on Owner's exercise of renewal option.

f. **SUBCONTRACTS**

Services specified in this contract shall not be subcontracted by the successful Bidder, without the written approval of Owner. Approval by Owner of successful Bidder's request to subcontract or acceptance of or payment for subcontracted work by Owner shall not in any way relieve the 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 Owner caused by negligent performance or non-performance of services performed under this contract by successful Bidder's subcontractor its sub-subcontractor.

13. **INVOICING REQUIREMENTS**

Successful Bidder shall invoice Owner for the monthly, prorated value of, the per unit bid price. In addition to invoicing requirements in the General Conditions of this bid, successful Bidder shall list the name of the facility where service was performed and the associated Work Order number on each invoice.

14. **ANNUAL SHIPPING ALLOWANCE**

Dollar values listed in each lot under line item description "Annual Shipping Allowance" shall be used only for reimbursement to successful Bidder for items whose sole shipping costs exceeds two-thousand (\$2,000.00) dollars. The allowances stated in each lot pertain only to the chiller units listed in that lot. Requests for reimbursement must be chiller unit specific and multiple reimbursements submitted together will not be approved. Successful Bidder shall secure the procurement, shipping and installation of item in accordance with the terms of this contract prior to submitting for OWNER's approval of reimbursement. This submission shall include the invoice, bill of lading or any other formal documentation stating the actual shipping cost of the item, the item purchased, the respective chiller unit, location of the chiller unit and the lot number. The "Annual Shipping Allowance" is a not-to-exceed value per lot. The allowance per lot may only be used for the actual chiller units listed in that lot and will not be expended for other chiller units listed in this bid.

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IV - SERVICE SPECIFICATIONS

BID NO. 600902

ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER MAINTENANCE

SERVICES TO BE PERFORMED:

1. **Frequency: Monthly (All equipment)**
 - a. Examine chiller components, adjust and lubricate as required;
 - b. inspect oil and refrigerant levels;
 - c. test and reset start overloads; and
 - d. test / inspect automatic safety devices that will shut-down the equipment in case of malfunction such as loss of water flow, high head, evaporator temperature or pressure, low oil pressure, or high discharge temperature, or detection of refrigerant. These safety devices must be in series rather than parallel. Successful Bidder shall calibrate safety devices in accordance with manufacturer suggested maintenance requirements and repair if needed.

2. **Frequency: Semi-Annually (Overhauled equipment)**
 - a. Chemical analysis of oil; and
 - b. repair if contamination is detected.

3. **Frequency: Annually (All equipment unless specified)**
 - a. Compressor – Motor Assembly
 - i. Record voltages;
 - ii. lubricate open motor (if applicable);
 - iii. verify the alignment on open motor drive units;
 - iv. inspect the coupling for wear and tear; replace when necessary;
 - v. inspect seals for wear and tear; replace when necessary;
 - vi. inspect inlet vane operator and linkage; lubricate where required; and
 - vii. inspect all electrical connections annually.

 - b. Compressor Oil System
 - i. Replace oil filters and driers, as necessary;
 - ii. take an oil sample, and have it analyzed at an independent laboratory. Provide results to Owner within fourteen (14) days;
 - iii. replace oil annually, on low-pressure centrifugal chillers;
 - iv. dispose of oil as directed by national and state EPA guidelines;
 - v. inspect oil pump for proper operation;
 - vi. clean the dirt leg
 - vii. inspect the heater and thermostat and repair if needed; and
 - viii. inspect all other oil system components including cooler, strainer, and solenoid valve, where applicable and repair or replace as necessary.

 - c. Motor Starter
 - i. Inspect all terminals and tighten connections as necessary;
 - ii. inspect and replace the coolant if applicable;
 - iii. Megger test motor windings annually as required. Successful Bidder will be responsible for knowing the acceptable values of each motor winding; and
 - iv. inspect all electrical connections at minimum annually, more often if required.

 - d. Control Panel
 - i. Conduct a diagnostic check of the Micro Control Panel to manufacturer's specifications;
 - ii. inspect safety shutdown operation to ensure proper function;
 - iii. inspect all terminals and tighten connections as necessary;
 - iv. inspect Display Data accuracy and set points; and
 - v. inspect the Chiller Translation System to verify correct operation.

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e. Condenser

- i. Inspect the water flow and adjust as necessary;
- ii. Inspect the flow switch operation;
- iii. remove the condenser head and inspect the end sheets; and
- iv. mechanically brush clean condenser water tubes.

f. Purge Unit (Low-Pressure Chillers)

- i. Inspect the operation of the unit;
- ii. replace oil;
- iii. replace filter dryer;
- iv. clean orifice in the liquid feed line to coil;
- v. clean solenoid valves;
- vi. clean purge drum, inspect and clean float valve; replace gaskets;
- vii. inspect heater operation;
- viii. inspect all other components for proper condition and operation; record pressure control set point; and
- ix. dispose of oil as directed by national and state EPA guidelines.

g. Cooler

- i. Inspect the water flow and adjust as necessary;
- ii. inspect the flow switch operation; and
- iii. inspect the refrigerant level.

h. System Inspection

- i. Inspect entire system for leaks, identify leak sources; repair leaks, as appropriate;
- ii. record condition of sight glasses on service ticket;
- iii. inspect the refrigerant cycle to verify the proper operating balance; and
- iv. inspect the condenser water and chilled water heat transfer.

i. General

- i. Repair insulation removed for inspection and maintenance procedures;
- ii. clean equipment and surrounding area upon completion of work;
- iii. consult with operator; and
- iv. report deficiencies and repairs required.

4. **Frequency: Annually (Centrifugal chillers only)**

- a. Perform vibration analysis; and
- b. Report findings to Owner.

5. **Frequency: Bi-Annually (High-pressure chillers only)**

- a. Replace oil every two years, at a minimum, on high-pressure chillers; and
- b. dispose of oil as directed by national and state EPA guidelines.

6. **Frequency: Tri-Annually (All equipment)**

- a. Perform Eddy Current Test; and
- b. brush clean evaporator tube bundles.

CLARIFICATION OF SERVICES:

1. **Tube Brushing:** Successful Bidder shall mechanically brush clean the Condenser (annually) and Evaporator (at time of Eddy Current Test once every 3 years) tube bundles. This shall include the removal of heads and required piping. All tubes must be brush-cleaned or rodded mechanically to remove any accumulation. Successful Bidder shall provide Owner with written copy of report within 10 working days after tube cleaning.

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General Provisions

Bid No. 600902

Annual Requirements Contract for Full-Coverage Services for Chiller Maintenance

2. Eddy Current Test: Successful Bidder shall perform Eddy Current tube analysis. Heads, condenser and/or evaporator, to be removed for Eddy Current test and tube brushing. All Eddy Current Tests shall be performed by a qualified individual that holds an American Society of Non-Destruction Testing (ASNT) Level III Certificate in Eddy Current Testing.
3. Successful Bidder shall perform eleven (11) monthly inspections each year. On the twelve (12) month the successful bidder shall perform the scheduled annual inspection.
4. Successful Bidder shall provide Owner with a written report of all inspection findings for each facility within ten (10) working days of inspection completion.

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CLARK COUNTY, NEVADA

V - BID FORM

BID NO. 600902

ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER MAINTENANCE

Name of Firm

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

LOT 1 - COUNTYWIDE FACILITIES						
Line Item No.	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Total
1	5 Yrs.	Carrier, chiller 92 ton, screw	1	EA	\$	\$
2	6 Yrs.	Carrier, chiller, 155 ton, screw	2	EA	\$	\$
3	5 - 6 Yrs.	McQuay, chiller, 200 ton, reciprocating	2	EA	\$	\$
4	2 Yrs.	Trane, chiller, 80 ton, air cooled	1	EA	\$	\$
5	7 Yrs.	Trane, chiller, 90 ton, screw	1	EA	\$	\$
6	Under 1 Yr.	Trane, chiller, 250 ton, screw	1	EA	\$	\$
7	14 Yrs.	Trane, chiller, 500 ton, centrifugal	2	EA	\$	\$
8	8 Yrs.	York, chiller, A&B 25 ton, reciprocating	1	EA	\$	\$
9	8 Yrs.	York, chiller, 120 ton, reciprocating	1	EA	\$	\$
10	6 Yrs.	York, chiller, 150 ton, screw	2	EA	\$	\$
11	4 Yrs.	York, chiller, 155 ton, screw	2	EA	\$	\$
12	Under 1 Yr.	York, chiller, 158 ton, screw	1	EA	\$	\$
13	8 - 12 Yrs.	York, Chiller, 200 ton, centrifugal	2	EA	\$	\$

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LOT 1 (CONTINUED)

Line Item No.	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Total
14	4 Yrs.	York, Chiller, 200 ton, reciprocating	1	EA	\$	\$
15	12 Yrs.	York, Chiller, 458 ton, centrifugal	3	EA	\$	\$
16	7 Yrs.	York, chiller, 500 ton, centrifugal	2	EA	\$	\$
17	LOT 1 ANNUAL SHIPPING ALLOWANCE					\$5,000.00
LOT 1 TOTAL						\$

LOT 2 - REGIONAL JUSTICE CENTER

Line Item No.	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Total
18	4 Yrs.	Trane, chiller, 1300 ton, centrifugal	3	EA	\$	\$
19	LOT 2 ANNUAL SHIPPING ALLOWANCE					\$5,000.00
LOT 2 TOTAL						\$

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LOT 3 - CLARK COUNTY DETENTION CENTER

Line Item No.	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Total
20	3 - 10 Yrs.	York, chiller, 367 ton, screw	3	EA	\$	\$
21	5 Yrs.	York, Chiller, 400 ton, centrifugal	2	EA	\$	\$
22	LOT 3 ANNUAL SHIPPING ALLOWANCE					\$5,000.00
LOT 3 TOTAL						\$

BID TOTAL: \$ _____

TERMS OF PAYMENT:

_____% , _____ calendar days.

ATTACHMENTS TO BID FORM

Attachment 1, Subcontractor Information, is attached.

The Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum:

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

DEVIATIONS TO BID

The Bidder will list, on a separate sheet of paper, any deviations to the conditions of this bid. This sheet will be labeled, "Deviations to Bid Conditions" and will be attached to the Bid Form. If no exceptions are stated, it will be understood that all terms and conditions will be complied with. **ANY DEVIATIONS MAY BE CONSIDERED SUBSTANTIAL AND BE CAUSE FOR REJECTION.**

SIGNATURE OF BIDDER

LEGAL NAME OF FIRM

NAME OF BIDDER (PRINT OR TYPE)

ADDRESS OF FIRM

PHONE NUMBER OF BIDDER

CITY STATE, ZIP

FAX NUMBER OF BIDDER

DATE

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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.

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Attachment 1
BID NO. 600902
ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER MAINTENANCE

SUBCONTRACTOR INFORMATION

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

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ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER MAINTENANCE

INSURANCE REQUIREMENTS

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

1. FORMAT / TIME

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

2. BEST KEY RATING

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

3. OWNER COVERAGE

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

4. ENDORSEMENT / CANCELLATION

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

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

8. AUTOMOBILE LIABILITY

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

9. WORKERS' COMPENSATION

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

10. FAILURE TO MAINTAIN COVERAGE

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

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11. ADDITIONAL INSURANCE

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

12. DAMAGES

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

13. COST

The 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 General Provisions for the appropriate mailing address.

15. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by the 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)
 - i. Policy Number
 - ii. Policy Effective Date
 - iii. Policy Expiration Date
 - iv. General Aggregate (\$2,000,000)
 - v. Products - Completed Operations Aggregate (\$2,000,000)
 - vi. Personal & Advertising Injury (\$1,000,000)
 - vii. Each Occurrence (\$1,000,000)
 - viii. Fire Damage (\$50,000)
 - ix. Medical Expenses (\$5,000)
- E. Automobile Liability (Any Auto)
 - i. Policy Number
 - ii. Policy Effective Date
 - iii. Policy Expiration Date
 - iv. Combined Single Limit (\$1,000,000)
- F. Worker's Compensation
- G. Description
Bid Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
- H. Certificate Holder
Clark County
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
The Certificate Holder is named as an additional insured.
- I. Nevada Resident Agent Signature

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CLARK COUNTY CERTIFICATE OF INSURANCE

ISSUED DAY (MM/DD/YY)

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

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

COMPANIES AFFORDING COVERAGE 3. BEST'S RATING

COMPANY A COMPANY'S
LETTER

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

COMPANY B BEST KEY
LETTER

COMPANY C
LETTER RATED

COMPANY D
LETTER

COMPANY E
LETTER

COVERAGES

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

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

7. DESCRIPTION OF BID: BID NO. 600902 Annual Requirements Contract for Full-Coverage Services for Chiller Maintenance

8. CERTIFICATE HOLDER
CLARK COUNTY
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
100 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217
The Certificate Holder is named as an additional insured.

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

9. NEVADA RESIDENT AGENT (NRS 680A.300)

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Attachment 3
BID NO. 600902
ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER MAINTENANCE

AFFIDAVIT

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 this contract, identified as Bid No. 600902, entitled Annual Requirements Contract for Full-Coverage Services for Chiller 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 Clark County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____.

Signature

State of Nevada)
)ss.
County of Clark)

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

Notary Signature

STAMP AND SEAL

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**Attachment 4
 BID NO. 600902**

ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER MAINTENANCE

DISTRIBUTION OF LINE ITEM PRICE

Line Item No.	Description	% Labor		% Product	Total
1	Carrier, chiller 92 ton, screw	%	+	%	100%
2	Carrier, chiller, 155 ton, screw	%	+	%	100%
3	McQuay, chiller, 200 ton, reciprocating	%	+	%	100%
4	Trane, chiller, 80 ton, air cooled	%	+	%	100%
5	Trane, chiller, 90 ton, screw	%	+	%	100%
6	Trane, chiller, 250 ton, screw	%	+	%	100%
7	Trane, chiller, 500 ton, centrifugal	%	+	%	100%
8	York, chiller, A&B 25 ton, reciprocating	%	+	%	100%
9	York, chiller, 120 ton, reciprocating	%	+	%	100%
10	York, chiller, 150 ton, screw	%	+	%	100%
11	York, chiller, 155 ton, screw	%	+	%	100%
12	York, chiller, 158 ton, screw	%	+	%	100%
13	York, chiller, 200 ton, centrifugal	%	+	%	100%
14	York, chiller, 200 ton, reciprocating	%	+	%	100%
15	York, chiller, 458 ton, centrifugal	%	+	%	100%
16	York, chiller, 500 ton, centrifugal	%	+	%	100%
18	Trane, chiller, 1300 ton, centrifugal	%	+	%	100%
20	York, chiller, 367 ton, screw	%	+	%	100%
21	York, chiller, 400 ton, centrifugal	%	+	%	100%

03335

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:

Individual Partnership Limited Liability Company Corporation Trust Other

Business Name:

(Include d.b.a., if applicable)

Business Address:

Business Telephone:

Disclosure of Ownership and Principals:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name

Title

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Signature / Capacity

Print Name

Date

03336

CLARK COUNTY, NEVADA

COPY

BID FORM

BID NO. 600902

ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER MAINTENANCE

Revised per Addendum No. 2

CARRIER CORPORATION

Name of Firm

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

LOT 1 - COUNTYWIDE FACILITIES						
Line Item No.	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Total
1	5 Yrs.	Carrier, chiller 92 ton, screw	1	EA	\$ 1,765	\$ 1,765
2	6 Yrs.	Carrier, chiller, 155 ton, screw	2	EA	\$ 2,974	\$ 5,948
3	5 - 6 Yrs.	McQuay, chiller, 200 ton, reciprocating	2	EA	\$ 3,837	\$ 7,674
4	2 Yrs.	Trane, chiller, 80 ton, air cooled	1	EA	\$ 1,535	\$ 1,535
5	7 Yrs.	Trane, chiller, 90 ton, screw	1	EA	\$ 1,727	\$ 1,727
6	Under 1 Yr.	Trane, chiller, 250 ton, screw	1	EA	\$ 4,797	\$ 4,797
7	14 Yrs.	Trane, chiller, 500 ton, centrifugal	2	EA	\$ 9,594	\$ 19,188
8	8 Yrs.	York, chiller, A&B 25 ton, reciprocating	1	EA	\$ 480	\$ 480
9	8 Yrs.	York, chiller, 120 ton, reciprocating	1	EA	\$ 2,302	\$ 2,302
10	6 Yrs.	York, chiller, 150 ton, screw	2	EA	\$ 2,878	\$ 5,756
11	4 Yrs.	York, chiller, 155 ton, screw	2	EA	\$ 2,974	\$ 5,948
12	Under 1 Yr.	York, chiller, 158 ton, screw	1	EA	\$ 3,032	\$ 3,032
13	8 - 12 Yrs.	York, Chiller, 200 ton, centrifugal, Variable Speed Drive	2	EA	\$ 3,837	\$ 7,674

03337

ER3337

Bid Form
 Bid No. 600902
 Annual Requirements Contract for Full-Coverage Services for Chiller Maintenance
 Revised per Addendum No. 2

LOT 1 (CONTINUED)						
Line Item No.	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Total
14	4 Yrs.	York, Chiller, 200 ton, reciprocating	1	EA	\$ 3,837	\$ 7,674
15	12 Yrs.	York, Chiller, 458 ton, centrifugal	2	EA	\$ 8,788	\$ 17,576
16	12 Yrs.	York, Chiller, 458 ton, centrifugal, Variable Speed Drive	1	EA	\$ 8,788	\$ 8,788
17	7 Yrs.	York, chiller, 500 ton, centrifugal	1	EA	\$ 9,594	\$ 9,594
18	7 Yrs.	York, chiller, 500 ton, centrifugal, Variable Speed Drive	1	EA	\$ 9,594	\$ 9,594
19	LOT 1 ANNUAL SHIPPING ALLOWANCE					\$5,000.00
LOT 1 TOTAL						\$126,052

LOT 2 - REGIONAL JUSTICE CENTER						
Line Item No.	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Total
20	4 Yrs.	Trane, chiller, 1300 ton, centrifugal	3	EA	\$ 24,943	\$ 74,829
21	LOT 2 ANNUAL SHIPPING ALLOWANCE					\$5,000.00
LOT 2 TOTAL						\$ 79,829

03338

Bid Form
 Bid No. 600902
 Annual Requirements Contract for Full-Coverage Services for Chiller Maintenance
 Revised per Addendum No. 2

LOT 3 - CLARK COUNTY DETENTION CENTER						
Line Item No.	Approximate Age	Description	Quantity	Unit of Measure	Annual Cost	Extended Total
22	3 - 10 Yrs.	York, chiller, 367 ton, screw	3	EA	\$ 5,923	\$ 17,769
23	5 Yrs.	York, Chiller, 400 ton, centrifugal, Variable Speed Drive	2	EA	\$ 7,675	\$ 15,350
24	LOT 3 ANNUAL SHIPPING ALLOWANCE					\$5,000.00
LOT 3 TOTAL						\$ 38,119

BID TOTAL: \$ 244,000

TERMS OF PAYMENT:

1.25 %, 30 calendar days.

ATTACHMENTS TO BID FORM

1. Attachment 1, Subcontractor information, is attached.

The Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum:

Addendum No. <u>1</u>	, dated <u>11-19-07</u>	Addendum No. _____	, dated _____
Addendum No. <u>2</u>	, dated <u>11-20-07</u>	Addendum No. _____	, dated _____
Addendum No. <u>3</u>	, dated <u>11-28-07</u>	Addendum No. _____	, dated _____

DEVIATIONS TO BID

The Bidder will list, on a separate sheet of paper, any deviations to the conditions of this bid. This sheet will be labeled, "Deviations to Bid Conditions" and will be attached to the Bid Form. If no exceptions are stated, it will be understood that all terms and conditions will be complied with. ANY DEVIATIONS MAY BE CONSIDERED SUBSTANTIAL AND BE CAUSE FOR REJECTION.

Jeffrey A. Budzinski
 SIGNATURE OF BIDDER

CARRIER CORPORATION
 LEGAL NAME OF FIRM

Jeffrey A. Budzinski
 NAME OF BIDDER (PRINT OR TYPE)

4444 W. RUSSELL Rd. STE E
 ADDRESS OF FIRM

702 368 4338
 PHONE NUMBER OF BIDDER

LAS VEGAS, NV 89118
 CITY STATE, ZIP

702 368 1366
 FAX NUMBER OF BIDDER

12-7-07
 DATE

03339

Bid Form
Bid No. 600902
Annual Requirements Contract for Full-Coverage Services for Chiller Maintenance
Revised per Addendum No. 2

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 61% 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 4
 BID NO. 600902
 ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER MAINTENANCE
 Revised per Addendum No. 2

DISTRIBUTION OF LINE ITEM PRICE

Line Item No.	Description	% Labor		% Product	Total
1	Carrier, chiller 92 ton, screw	63 %	+	37 %	100%
2	Carrier, chiller, 155 ton, screw	63 %	+	37 %	100%
3	McQuay, chiller, 200 ton, reciprocating	63 %	+	37 %	100%
4	Trane, chiller, 80 ton, air cooled	63 %	+	37 %	100%
5	Trane, chiller, 90 ton, screw	63 %	+	37 %	100%
6	Trane, chiller, 250 ton, screw	63 %	+	37 %	100%
7	Trane, chiller, 500 ton, centrifugal	63 %	+	37 %	100%
8	York, chiller, A&B 25 ton, reciprocating	63 %	+	37 %	100%
9	York, chiller, 120 ton, reciprocating	63 %	+	37 %	100%
10	York, chiller, 150 ton, screw	63 %	+	37 %	100%
11	York, chiller, 155 ton, screw	63 %	+	37 %	100%
12	York, chiller, 158 ton, screw	63 %	+	37 %	100%
13	York, chiller, 200 ton, centrifugal, Variable Speed Drive	63 %	+	37 %	100%
14	York, chiller, 200 ton, reciprocating	63 %	+	37 %	100%
15	York, chiller, 458 ton, centrifugal	63 %	+	37 %	100%
16	York, chiller, 458 ton, centrifugal, Variable Speed Drive	63 %	+	37 %	100%
17	York, chiller, 500 ton, centrifugal	63 %	+	37 %	100%
18	York, chiller, 500 ton, centrifugal, Variable Speed Drive	63 %	+	37 %	100%
20	Trane, chiller, 1300 ton, centrifugal	63 %	+	37 %	100%
22	York, chiller, 387 ton, screw	63 %	+	37 %	100%
23	York, chiller, 400 ton, centrifugal, Variable Speed Drive	63 %	+	37 %	100%

ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER MAINTENANCE

SUBCONTRACTOR INFORMATION

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

1. Subcontractor Name: ECCS - EDDY CURRENT & COATING SALES
Contact Person: ERIC VILLASENOR Telephone Number: 909 9520745
Description of Work: EDDY CURRENT TESTING
Estimated Percentage of Total Dollars: 7%
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.

03342

ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE SERVICES FOR CHILLER MAINTENANCE

SUBCONTRACTOR INFORMATION

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

1. Subcontractor Name: ECCS - EDDY CURRENT & COATING SALES
Contact Person: ERIC VILLASOR Telephone Number: 909 9520745
Description of Work: EDDY CURRENT TESTING
Estimated Percentage of Total Dollars: 7%
Business Type: MBE WBE PBE SBE NBE
2. Subcontractor Name: ROCKY RESEARCH
Contact Person: EVVA ROCKENFELDER Telephone Number: 702 293 0851
Description of Work: OIL / REFRIGERANT ANALYSIS
Estimated Percentage of Total Dollars: 1%
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.

03343

CC Ex 30

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CERTIFICATE OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

NOW COMES Penny Marchell, who after being duly sworn deposes and says:

1. That the deponent is Senior Manager of Purchasing for the LAS VEGAS CONVENTION AND VISITORS AUTHORITY and in such capacity is the custodian of the contract records of the Las Vegas Convention and Visitors Authority.

2. That on the 6th day of December, 2012, the deponent was served with a request calling for the production of the executed contract specific to **Bid # 12-4027**.

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

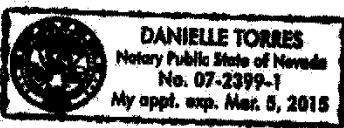
4. That the original of those documents was made at or near the time of the acts, events, conditions, opinions or diagnoses recited therein by or from information transmitted by a person with knowledge in the course of a regularly conducted activity of the deponent or the office or institution in which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

DATED this 11th day of December, 2012.

Penny Marchell
Senior Manager of Purchasing

SUBSCRIBED AND SWORN to before me this 11 day of December, 2012.

Danielle Torres



NEVADA STATE LABOR COMMISSIONER

EXHIBIT CCx30

WITNESS N. Stanley

DATE 9/9/13



Convention and Visitors Authority
 3150 Paradise Road Tel:(702)-882-2950
 Las Vegas, NV 89109-9096 Fax:(702) 892-2956

DATE
7/1/2012

PO NUMBER
021371

SUPPLIER: 007464
 SCHINDLER ELEVATOR CORPORATION
 6265 SOUTH VALLEY VIEW BLVD
 SUITE H
 LAS VEGAS, NV 89118

SHIP TO: LVCVA
 FREIGHT DOOR 12
 3150 PARADISE RD
 LAS VEGAS, NV 89109-9096

FOB: DESTINATION
Terms: NET 30, PCARD
Req Del Date: 5/31/2013
Contract No: 04027
Special Inst: Contact: Grant Sherman @ 222-1875

Req. No: 090039
Dept: ENGINEERING-LVCC
Buyer: Christineg
Requested For: GROMMONS, CHRISTINE

E-mail: grant.sherman@us.schindler.com

Quantity	Unit	Description	Unit Price	Ext. Price
12.00	mo	<p>BLANKET PURCHASE ORDER Initial Term: 6/1/12 - 5/31/13</p> <p>Provide all labor, equipment, and materials to perform elevator and escalator repair and maintenance, per Bid #12-4027, 46 pages attached.</p> <p>Estimated equipment repairs resulting from vandalism or misuse not covered under regular maintenance and repair services per pricing on page 34 of the attached.</p> <p>Estimated standby service for shows, per pricing on page 34 of the attached.</p> <p>BOD APPROVED: May 8, 2012</p> <p>INSURANCE: Reference pages 13-18, and 45 of the attached document.</p> <p>CONTRACT EXTENSIONS: Three (3) one (1) year options to extend upon mutual agreement. Reference page 21 of the attached document.</p>	9,149.00000	109,788.00
				15,000.00
				69,160.00

BILL TO: LVCVA
 ATTN: ACCOUNTS PAYABLE
 3150 PARADISE RD
 LAS VEGAS, NV 89109-9096

SUBTOTAL	193,948.00
TAX	0.00
FREIGHT	0.00
TOTAL	193,948.00

Account Number	Amount	Account Number	Amount
01.55041.4250.000	193,948.00		

Grant Sherman
 Authorized Signature

SUPPLIER COPY

Christine Grommons per BOD approval
 Authorized Signature **03345/12**

LAS VEGAS CONVENTION AND VISITORS AUTHORITY

CHANGES Supplier will accept no changes to the specifications of this purchase order such as verbal instructions or red line drawings unless authorized in advance by the Las Vegas Convention and Visitors Authority (LVCVA) Purchasing Section in writing.

COMPLIANCE WITH LAWS Supplier represents and warrants that the performance of this order and the furnishing of goods called for shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State, or local laws, rules, regulations and ordinances.

CASH DISCOUNTS In the event that the LVCVA is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed Invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the LVCVA is entitled to a cash discount with the period commencing on the date it is determined by the LVCVA that a cash discount applies.

TERMS The supplier shall submit a detailed invoice to the LVCVA Finance Department. Upon reconciliation of all errors, corrections and credits, payment to the supplier will be made in full within thirty (30) calendar days following reconciliation of the invoice, or receipt of merchandise, whichever is later.

DELIVERY SCHEDULE For any exception to the delivery date as specified on this purchase order, the Supplier shall give prior notification to and obtain approval from the LVCVA Purchasing Section. With respect to delivery under contract, time is of the essence and the purchase order is subject to termination for failure to deliver on time. The acceptance by the LVCVA of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by the Supplier. If Supplier exercises due care, Supplier shall not be liable for delays due to acts of God, floods, fire, war, riot and strikes due to causes beyond its reasonable control. However, if Supplier does not adhere to the delivery schedule regardless of the cause (acts of God, etc.) LVCVA may terminate this order without liability on it by the Supplier, or LVCVA may agree to a revised delivery schedule.

DELIVERY AND INSTALLATION Delivery will be made by a Supplier representative or common carrier and, where feasible, an installation call and inspection will be made by Supplier's representative. Delivery will be made on or before the delivery date shown on this purchase order, as mutually agreed to by both parties subject to conditions beyond Supplier's control.

GENERAL This agreement shall be governed by laws of the State of Nevada. It constitutes the entire Agreement between the LVCVA and the Supplier. The term "this Agreement" as used herein includes any future written amendments, modifications, or supplements made in accordance herewith. The terms and conditions herein shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the LVCVA. Either party may terminate this Agreement at any time for failure of the other to comply with any of its terms and conditions. Supplier shall not be responsible for failure to provide materials or render service due to strikes, food, fire and other causes beyond its control.

IDENTIFICATION All invoices, packing lists, shipping notices, instruction manuals and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content herein. Invoices will not be processed for payment until all items are received.

INSPECTION All items are subject to final inspection and approval at the LVCVA facility or other place designated by the LVCVA. Such inspection shall be made within a reasonable time after delivery, irrespective of the date of payment. The LVCVA may return rejected items at the Supplier's expense. Supplier shall not replace items returned as defective unless so directed by the LVCVA in writing.

LIENS, CLAIMS, AND ENCUMBRANCES Supplier warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims or encumbrances of any kind.

PACKAGING AND SHIPPING All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. The LVCVA is not liable for extra charges for packing, cartage, or anything else unless stated in this order. Supplier shall mark the number of this order on each container and enclose a packing slip with the order number in each container. Supplier shall mail invoices, shipping documents, and a copy of the package slip to the LVCVA Finance Department on day shipment is made.

PRICE PROTECTION Unless otherwise provided, the equipment and materials stated herein will not be subject to any price increase. If the Supplier's established price for any item upon the date of delivery shall be lower than the price shown on this order, then the LVCVA shall have the benefit of such lower price.

PURCHASE AND SALE The LVCVA and the Supplier agree on the terms and conditions on this order and the materials and services defined herein.

REJECTION All goods and materials purchased herein are subject to approval by the LVCVA. Any rejection of goods or materials resulting because of conformity to the terms and specifications of the contract, whether held by the LVCVA or returned will be at Supplier's risk, and expense.

SHIPPING INSTRUCTIONS Unless otherwise specified, all goods are to be shipped F.O.B. destination. Where specific authorization is granted for shipping charges, supplier will route through the cheapest common carrier, and bill the LVCVA as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the LVCVA reserves the right to refuse any C.O.D. shipments.

TAXES The LVCVA is exempt from paying Nevada Sales and Use Tax under provisions of N.R.S. 372.325 (4)

TERMINATION If Supplier becomes insolvent or makes an assignment for the benefit of its creditors, or if a petition in bankruptcy is filed by or with respect to the Supplier, the LVCVA may, by notice in writing, terminate this order without liability to Supplier except for items already accepted by the LVCVA. The LVCVA may terminate this order at any time by notice in writing to Supplier, in such event the LVCVA shall pay such termination charges as may be agreed upon and if agreement cannot be reached, the LVCVA will be liable for such sums as may lawfully be owed to Supplier due to such termination, but in no event shall the LVCVA be liable for any loss of profits on the order or portion thereof so terminated.

TITLE Title to the materials specified on this order passes to the LVCVA on the date of delivery or on the date of acceptance of this order by the Supplier, whichever is later.

WARRANTY Supplier warrants articles supplied under this contract to conform to specifications herein, and are fit for the purpose for which such goods are ordinarily employed, except if stated in a Special Condition, the material must then fit that particular purpose. Supplier and the LVCVA agree that this order does not exclude or in any way limit other warranties provided for in this agreement or by law.

03346

ER3346



**Purchasing Office
Las Vegas Convention and Visitors Authority**

Invitation For Bid

Authority Representative:
Christine Grommons, Contracts Coordinator
702/892-2950 - Fax: 702/892-2956
E-mail: cgrommons@lvcva.com

Bid Number: 12-4027
Title: ANNUAL ELEVATOR AND ESCALATOR REPAIR AND MAINTENANCE

Documents pertinent to this advertisement may be obtained by visiting our website at <http://purchasing.lvcva.com> or at the address below:

Las Vegas Convention and Visitors Authority
Purchasing Office Room A205
3150 Paradise Road
Las Vegas, Nevada 89109

Pre-Bid Conference: April 6, 2012 at 10:00 AM
Location: SAME AS ABOVE

Bid Opening: April 13, 2012 at 2:00 PM
Location: SAME AS ABOVE

Sealed written bids must be received by the Purchasing Office, at the Las Vegas Convention and Visitors Authority, Second Floor, Room A205, on or until 2:00 PM PST, April 13, 2012. Bids will be accepted if date/time stamped 2:00 PM PST, April 13, 2012. Date/time stamps of 2:01 PM PST or later on April 13, 2012, will be rejected. Bids will be publicly opened and read aloud, immediately after the established closing time and date. Submittal by fax is not acceptable.

Note: This Invitation does not constitute an order for the goods or services specified. No bidder may withdraw his bid for a period of ninety (90) days after the actual date of the bid opening.

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ER3347

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I. CONDITION TO BID SECTION

- A. EXAMINATION OF BID DOCUMENTS** It shall be the prospective Bidder's responsibility to examine carefully the Invitation to Bid, Bid Document Terms, Conditions, and Technical Specifications before submitting the bid form, and shall notify the AUTHORITY or AUTHORITY's designated representative within a reasonable time prior to bid opening of any inconsistency, error or omission in the documents.
- B. REQUESTS FOR INFORMATION** All requests for information shall be directed to the Authority Representative listed on the Invitation For Bid 72 hours prior to the scheduled bid opening. Any requests received after that time may be left unanswered.
- C. CONTACT WITH OWNER DURING BID PROCESS** Communication between a bidder and a member of the Board of Directors or between a non-designated Authority contact regarding the selection of a proponent or award of this contract is prohibited from the time the IFB is advertised until the award of the contract. Questions pertaining to this Invitation to Bid shall be addressed to the Authority designated contact(s) specified on the Invitation Bid. Failure of a bidder, or any of its representatives, to comply with this paragraph may result in their bid being rejected.
- D. BID PREPARATION AND SUBMISSION** Prospective Bidders have been furnished bid documents as follows:
1. **BID DOCUMENTS** contains necessary information and sample forms relevant to the subject bid. The disposition of this set is left to the discretion of the prospective Bidder. (It is recommended that they be held as a work sheet copy of his bid.)
 2. **BID FORMS** shall be the required forms on which the prospective Bidder shall submit his bid to the Las Vegas Convention and Visitors Authority (hereinafter referred to as "AUTHORITY").
 3. Bids are to be submitted on the "BID FORM" provided or copies thereof, and manually signed by pen by either an officer of the principal submitting the bid, or a duly authorized agent acting on the principal's behalf. If an agent is used, a written designation of the agent's signature authority must accompany the sealed bid. The sealed bid cannot contain any language which states the principal retains final approval of acceptance of any of the terms, conditions, specifications, and/or finalized contract. If erasure or changes appear on the forms, each such correction must be initialed by the person signing the bid.
 4. Each bid must be submitted in a sealed envelope prominently marked on the lower left corner as follows:

SEALED BID # 12-4027

TITLE ANNUAL ELEVATOR AND ESCALATOR REPAIR AND MAINTENANCE

OPENING April 13, 2012 at 2:00 PM

COMPANY NAME: _____

- a) Failure to do so may result in a premature opening of, post-opening of or failure to open that bid.
- b) If forwarded by mail or any other carrier, the sealed envelope containing the bid must

Condition to Bid Section

April 4, 2012

Las Vegas Convention & Visitors Authority
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be enclosed in another envelope addressed as specified. All bids must be received by the Purchasing Office prior to the closing time for receipt of bids to receive consideration.

- E. BIDS SUBMITTED VIA FACSIMILE TRANSMISSION TO THE AUTHORITY DO NOT CONFORM TO "SEALED BID" REQUIREMENTS.**
- F. TELEGRAPHIC OR FACSIMILE MODIFICATION** Any prospective Bidder may modify his bid by telegraphic or facsimile communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the AUTHORITY prior to the closing time, and provided further, the AUTHORITY is satisfied that a written confirmation of the modification over the signature of the prospective Bidder was mailed prior to the closing time. The communication shall not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the AUTHORITY until the sealed bid is opened. If written confirmation is not received within two (2) days from closing time, no consideration will be given to the modification.
- G. BID GUARANTEE** A bid guarantee in the amount of five percent (5%) of the total bid shall be required for this bid.
- H. FAILURE TO ENCLOSE BID GUARANTEE** Failure to enclose a bid guarantee (cashier's check or bid bond ONLY) with the sealed bid in the amount of five percent (5%) of the total bid shall be cause for automatic rejection of that bid without consideration.
- I. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT** The successful Bidder, upon its failure or refusal to execute and deliver the contract form and bonds, if required, within fifteen (15) calendar days after it has received notice of the acceptance of his bid, shall forfeit to the AUTHORITY, as liquidated damages for such failure or refusal, the Bid Guarantee. The successful Bidder agrees that the Bid Guarantee amount is not a penalty.
- J. NEVADA STATE CONTRACTOR'S BOARD LICENSING** Bidders of this Work must be qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624. Failure to comply shall result in rejection of the Bidder. Nevada Contractor's License number, and dollar limit must be indicated on the bid form page. Should there be a protest regarding the applicability of the low Bidder's contractor's license to the scope of the project, it shall be the low Bidder's responsibility to obtain an opinion from the State Contractor's Board at its next meeting. Bidders are reminded that, per NRS 624.3015, bidding on a contract for work in excess of its limits or beyond the scope of its license is grounds for disciplinary action by the State Contractors Board.
- K. REQUEST FOR WITHDRAWAL OF POSTED, SEALED BID PRIOR TO BID OPENING** Any prospective Bidder may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time. The request for withdrawal must be submitted to the Purchasing Office, in writing, or the Bidder(s) present themselves in person with proper identification to the Senior Manager of Purchasing and verbally requests the bid be withdrawn.
- L. PUBLIC OPENING OF BIDS** Bids will be opened and read publicly at the time and place indicated in the Invitation to Bid. Prospective Bidders, their authorized agents and other interested parties are invited to be present. The total sum read shall be subject to the provisions of DETERMINATION OF THE LOWEST BID PARAGRAPH, BID EVALUATION SECTION. No responsibility will be attached to the AUTHORITY or any official or employee thereof, for the pre-opening of, or the failure to open a bid not properly addressed and identified.

M. CONFLICTING CONDITIONS Any provisions in any of the other Bid Documents, which may be in conflict, or inconsistent with any of the paragraphs in these Conditions shall be void to the extent of such conflict or inconsistency.

N. FEDERAL, STATE, LOCAL LAWS All Bidders will comply with all federal, state and local laws relative to conducting business in Clark County, including, but not limited to, each and every provision of the Nevada Revised Statutes. The contract shall read and be end as though all federal, state, and local laws were included therein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party the contract shall be amended to make such insertion or correction. The laws of the State of Nevada will govern as to the interpretations, validity, and effect of this bid, its award, and any contract entered into.

O. DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES OF THE AUTHORITY NOT PERSONALLY LIABLE It is agreed by and between the parties of this Invitation to Bid that in no event shall any director, officer, agent or employee of the AUTHORITY in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Invitation to Bid and/or the finalized contract.

P. INDEMNITY The successful Bidder agrees, by entering into this contract, to defend, indemnify and hold the AUTHORITY harmless from any and all causes of action or claims of damages arising out of or related in any way to Bidder's performance under this contract.

1. In this connection, it is expressly agreed that the successful Bidder shall, at its own expense defend the AUTHORITY, its officers, agents, employees, designated representative(s) and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them as a result of, by reason of, arising out of, on account of, or in consequences of any act or omission against which the successful Bidder has indemnified the AUTHORITY. If the successful Bidder shall fail to do so, the Las Vegas Convention and Visitors Authority shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful Bidder including attorney's fees and court costs.

Q. ROYALTIES AND PATENTS The Successful Bidder shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the AUTHORITY harmless from loss on account thereof. The bidder shall be responsible for all such loss on account thereof when a particular design, process, or the product specified is an infringement of a patent, unless it gives such specific information in writing to the Senior Manager of Purchasing prior to the opening of bids.

R. NOTIFICATION Notices to the bidder shall be addressed to their place of business as designated in the Bid Form, or such other place as may be designated in writing by the bidder.

Notices to the AUTHORITY shall be addressed:

**SENIOR MANAGER OF PURCHASING
LAS VEGAS CONVENTION AND VISITORS AUTHORITY
3150 PARADISE ROAD
LAS VEGAS NV 89109-9096**

1. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the bidder.

S. FUNDING RESTRICTIONS The AUTHORITY reserves the right to reduce estimated or actual quantities in whatever amount necessary without prejudice or liability to the AUTHORITY if funding is not available or if legal restrictions are placed upon the expenditure of monies for this category of service or supplies.

T. BUSINESS UTILIZATION The AUTHORITY encourages bidders, suppliers and vendors to utilize local, minority owned, women owned, disadvantaged, and other business enterprises as subcontractors, suppliers and vendors in their performance of AUTHORITY contracts.

Condition to Bid Section

April 4, 2012

Las Vegas Convention & Visitors Authority
Bid #12-4027, Annual Elevator and Escalator Repair and Maintenance

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II. BID EVALUATION SECTION

- A. METHOD OF BIDDING** Prospective Bidders must submit a bid for each line item, or for each line item within a bid group, as reflected on the bid form. Failure to comply with this requirement shall be cause for rejection of that bid without consideration.
1. The AUTHORITY reserves the right to award by the lowest total or the lowest totals of individual bid groups as reflected on the bid form. The AUTHORITY reserves the right to make the award in the best interest of the AUTHORITY, with price and all other factors considered.
- B. DETERMINATION OF THE LOWEST BID** Subject to the Method of Bidding the lowest bid shall be the lowest total sum, including all items as specified on the bid form. If costs are not the sole criteria for determining the lowest bid, the Bid Evaluation Section shall define the criteria to be used. In the event of a discrepancy between written unit prices and numerical unit prices, the written unit prices shall govern. The AUTHORITY reserves the right to correctly compute all bids based on written unit prices, and make corrections for mathematical errors. The AUTHORITY reserves the right to reject any bid that omits prices for any unit price bid item on the bid form.
1. Prospective Bidders must provide line item unit prices that mathematically agree with the unit quantity that is reflected on the bid form. Failure to comply with this requirement is sufficient reason to reject that bid without further consideration.
- C. TIE-BIDS** A tie-bid is defined as an instance where bids are received from 2 (two) or more Bidders who are the low Bidders and their offers are identical. Bids must be identical in all evaluation areas, e.g. price, quality, delivery, terms and ability to supply, etc. If any of these areas are not identical, it is not considered a tie bid, and Owner can justify awarding to the Bidder with the lowest responsive and responsible bid.
1. 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 provisions for Identical Bids and Awards in the Purchasing and Contract Administration Policies and Procedures Manual. When a drawing is necessary, the Bidders involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.
- D. IF NO BIDS ARE RECEIVED** The AUTHORITY may award the contract without competitive bidding not less than seven (7) days after it publishes a notice stating that no bids were received and the contract may be awarded without further bidding. The AUTHORITY shall entertain any bid which is submitted after it publishes such notice and before the expiration of the waiting period. The contract will be awarded to the bidder who has submitted the lowest responsive and responsible bid.
- E. LUMP SUM BID BREAKDOWN** The AUTHORITY may request a Lump Sum breakdown for any or all item(s) reflected on the bid schedule.
1. Under no circumstances may any bid item be increased or decreased as a result of the Lump Sum bid breakdown analysis.

- F. MISTAKE IN BID** A request for withdrawal of a bid due to a purported error shall not be considered unless the same is filed in writing by the Bidder within forty-eight (48) hours after the date and time established for Public Bid Opening. Any such request shall contain a full explanation of any purported error and shall be supported by the original calculations on which the bid was computed, together with a certification and notarization that such computation is the original and prepared by the Bidder or his agent. The foregoing shall not be construed that such withdrawal will be permitted and the AUTHORITY retains the right to reject any proposed withdrawal for a mistake.
- G. IRREGULAR BID** A bid shall be considered irregular for the following reasons, any one or more of which may be cause for rejection:
1. If the bid form furnished by the AUTHORITY is not used or is altered.
 2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning, or give the Bidder submitting the same a competitive advantage over other Bidders.
 3. If the Bidder adds any provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award.
 4. If the individual bid items are unbalanced by varying more than twenty (20) percent from the AUTHORITY 's estimate for that item.
- H. DISQUALIFICATION OF BIDDERS** Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Bidder and the rejection of his bid or bids:
1. Evidence of collusion among prospective Bidders. Participants in such collusion will receive no recognition as Bidders for any present or future work of the AUTHORITY until such participant shall have been reinstated as a qualified Bidder.
 2. More than one bid for the same work from an individual, firm or corporation under the same or different name.
 3. Lack of competency, adequate machinery, plant and/or equipment as revealed by the financial statement and/or experience data sheet(s).
 4. Unsatisfactory performance record as shown by past work for the AUTHORITY, judged from the standpoint of workmanship, progress and quality of services/goods provided.
 5. Uncompleted work which, in the judgment of the AUTHORITY, might hinder or prevent the prompt completion of additional work, if awarded.
 6. Failure to pay or satisfactorily settle all bills due for labor and material on any contract(s) still outstanding at the time of the letting of the Invitation to Bid.
 7. Failure to comply with any qualification requirement of the AUTHORITY.
 8. Failure to list, if required, all subcontractors who will be employed by the Bidder.
 9. Failure of the prospective Bidder to be properly licensed.
 10. Any other reason to be determined in good faith to be in the best interests of the AUTHORITY.

- I. REJECTION OF BIDS** The AUTHORITY reserves the right to accept or reject any or all bids received at any time during the Invitation to Bid process.
1. Prospective Bidders acknowledge by signing the bid form that the submission of a bid to the AUTHORITY is NOT a right by which to be awarded this Invitation to Bid, but merely an offer by the prospective Bidder to perform the requirements of the Invitation to Bid in the event the Board of Directors decides to consider an award.
 2. In the case of rejection of all bids, the AUTHORITY reserves the right to advertise for new bids, or to proceed to do the work otherwise, if in the judgment of the Board of Directors, the best interest of the AUTHORITY will be promoted.
- J. RIGHT TO PROTEST** Any prospective or actual Bidder, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract shall have the right to protest, if: 1) the person filing the notice believes the applicable provisions of law were violated.
1. Prospective Bidders are placed on notice that the Paragraph "RIGHT TO PROTEST" in the Invitation to Bid will be strictly enforced.
- K. PROCEDURE TO PROTEST** A protesting Bidder claiming the right to protest under Paragraph "RIGHT TO PROTEST" shall comply with the following procedure. Failure to comply in the manner prescribed shall automatically relieve the AUTHORITY from accepting that protest.
1. The alleged aggrieved protesting Bidder must file in writing to the Purchasing Office, the exact reason for the protest.
 2. The written instrument containing the reasons for protest must be received by the Purchasing Office, within five (5) calendar days after the alleged aggrieved protestant knows or should have known the facts supporting the protest. In addition, the protest shall not be considered unless received within five (5) calendar days from the scheduled date of consideration of public award.
 3. A person filing a notice of protest is required by the AUTHORITY, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this state or submit other security, in a form approved by the AUTHORITY, to the AUTHORITY who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of (a) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or (b) Two hundred fifty thousand dollars.
 4. The Purchasing Office shall review the written protest, and shall within five (5) calendar days after receipt of the written protest issue a decision in writing. The decision shall state the reasons for the action taken as well as informing the protesting Bidder the right of administrative review. A copy of this decision shall be forwarded to the AUTHORITY's Vice President of Finance.
 5. A decision rendered by the Senior Manager of Purchasing, under Paragraph "PROCEDURE TO PROTEST" shall be final and conclusive. If the alleged aggrieved protesting Bidder has complied with all paragraphs under "PROCEDURE TO PROTEST", he shall have a right to commence an administrative appeal, which shall be in conformance with the regulations the following paragraphs of this section.

L. RIGHT TO ADMINISTRATIVE REVIEW A Protesting Contractor claiming the right to protest under paragraphs "RIGHT TO PROTEST," subparagraph (2) is hereby informed that these regulations do not provide for administrative appeal of a matter of RIGHT for that protestant.

1. It is totally within the administrative powers of the Vice President of Finance to grant or deny any request for administrative appeal. If in the opinion of the Vice President of Finance, the alleged aggrieved Protesting Contractor merits an administrative review he shall direct that Protesting Contractor to submit data in accordance with the "PROCEDURE TO PROTEST" paragraphs. The alleged aggrieved Protesting Contractor may, after receipt of the written decision by the Senior Manager of Purchasing, appeal the decision and request an administrative review.

M. ADMINISTRATIVE REVIEW An alleged aggrieved protesting Bidder may appeal the Senior Manager of Purchasing's decision and request an administrative review. The following procedure must be complied within the manner prescribed. Failure to comply with the following prescribed procedure shall automatically relieve the AUTHORITY from accepting an appeal and request for an administrative review.

1. The alleged aggrieved protesting Bidder must file, in writing, his appeal and request for an administrative review to the AUTHORITY'S Vice President of Finance. The appeal and request must be filed with the AUTHORITY'S Vice President of Finance within five (5) calendar days after receipt of the Senior Manager of Purchasing's written decision.
2. The appeal must contain the reasons for appealing the Senior Manager of Purchasing's decision and it shall include all supporting data for those reasons. The AUTHORITY'S Vice President of Finance has the administrative power to accept or reject any appeal and to grant or deny any request for an administrative review on that appeal.
3. If the AUTHORITY'S Vice President of Finance, after the review of the allegedly aggrieved protesting Bidder's written appeal, decides that the request does not merit further consideration, he shall render his decision in writing to the allegedly aggrieved protesting Bidder. A decision rendered under this paragraph shall be made within two (2) calendar days after the receipt of the alleged aggrieved protesting Bidder's request for an administrative hearing. This decision shall be final without further administrative recourse.
4. If the AUTHORITY'S Vice President of Finance, after review of the allegedly aggrieved protesting Bidder's written appeal and request, decides that the appeal merits further consideration, he shall grant an administrative review on that appeal and shall appoint a review committee.
5. The review committee will be given all the data furnished by the allegedly aggrieved protesting Bidder to the Senior Manager of Purchasing under the paragraphs titled, "PROCEDURE TO PROTEST" and the written decision by the Senior Manager of Purchasing under the same paragraph. The committee shall have the right to interview all parties in connection with the protest.
6. The review committee shall render a written recommendation to the AUTHORITY'S Vice President of Finance within five (5) calendar days after being commissioned as a committee.
7. The AUTHORITY'S Vice President of Finance shall notify the allegedly aggrieved protesting Bidder, in writing, of the review committee's recommendation within two (2) calendar days. The decision of the AUTHORITY'S Vice President of Finance shall also be included in this notification and his decision shall be final.

- N. METHOD OF AWARD** The Award of Contract(s), if awarded, may be to the responsive and responsible Bidder whose bid complies with all of the requirements prescribed in the Invitation to Bid and is advantageous to the AUTHORITY all factors considered. The successful Bidder(s) will be notified in writing, by a letter mailed to the address shown on the bid, that their bid has been accepted and that it has been awarded the contract. The successful Bidder will be required to comply with all instructions in that letter.
- O. NOTICE TO PROCEED** After receipt of all required post-bid submittals, the AUTHORITY's Purchasing Office, will issue a purchase order. The commencement of work date will be given in this purchase order, and is considered day number one of the allowed completion time.
- P. PHYSICAL NOTICE TO PROCEED** The successful Bidder agrees to conform to the following, which shall govern the "Physical Notice to Proceed" for this project.
1. The actual start date shall be determined by the AUTHORITY.
 2. The authorization to commence actual physical work shall be issued by the AUTHORITY.
 3. The authorization to proceed shall be given verbally to the successful Bidder by the authorized Authority representative. The AUTHORITY shall confirm this authorization in writing.
 4. The verbal authorization to proceed shall have an actual start date for physical work to commence and a scheduled completion date.
 5. Failure of the successful Bidder to commence work by the actual start date shall be grounds for breach of contract.
- Q. CANCELLATION OF AWARD** The AUTHORITY reserves the right, without any liability, to cancel the award of any bids at any time before the execution of the contract documents by all parties or as a result of the rejection of such award by the AUTHORITY's Board of Directors.
- R. TIME OF AWARD** The subject matter of this Invitation to Bid is critical to the AUTHORITY and prospective Bidders are notified that the recommendation for award to the Board of Directors is contemplated to be made on May 8, 2012. Time is of the essence in this Agreement.

Bid Evaluation Section

April 4, 2012

Las Vegas Convention & Visitors Authority
Bid #12-4027, Annual Elevator and Escalator Repair and Maintenance

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III. CLAUSES SECTION

- A. ENVIRONMENTAL** Prospective Bidders are cautioned to familiarize themselves with all environmental laws and regulations as published or enforced by any governmental agency. The successful Bidder shall be responsible for all costs incurred for necessary permits or fines. No time extension shall be granted for time lost due to violations of any environmental law or regulation.
- B. ADA COMPLIANCE** Prospective Bidders are hereby notified that all work/services/material performed/furnished as a result of the award of this contract must comply with the pertinent portions of the ADA regulations. By signing the bid form, the bidder is attesting to his intent to comply with all pertinent portions of the ADA regulations and to immediately notify the AUTHORITY of any conflicts between the bid plans and specifications and all pertinent ADA regulations and/or requirements.
- C. SUBMITTALS REQUIRED OF SUCCESSFUL BIDDER** Upon signing the Bid Form, Bidder agrees that if awarded the contract, they will provide the following submittals within ten (10) calendar days from the receipt of the Notice of Award:
1. **CONTRACT FORMS AND BID ATTACHMENTS** Upon award of Contract, the Successful Bidder will be required to complete, in duplicate, any contract forms and contract attachments required by these bid documents.
 2. **INSURANCE**
 - a. **Format/Time:** Provider shall submit to the Authority and maintain for the duration of this Agreement and any renewal periods, Certificates of Insurance, for coverages and endorsements affecting coverage required by this Agreement within ten (10) calendar days after award.
 - b. **Best Key Rating:** Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required Certificate of Insurance. Authority requires all acceptable insurance carriers to maintain an A- VII or stronger rating. The adequacy of this insurance supplied by Provider, including the rating and financial health of each insurance company providing coverage is subject to the approval of the Authority.
 - c. **Commercial General Liability:** Provider shall obtain and maintain for the duration of this Agreement, commercial general liability insurance in accordance with the minimum limits and coverage provided below, against claims for injuries to persons or damages to property or any other claim. General liability coverage shall be on a "per occurrence" basis only and not on a "claims made" basis. The coverage must be provided either on a Commercial General Liability form or a Broad Form Comprehensive General Liability form with endorsement for contractual liability. The cost of such insurance shall be included in Provider's fee. Provider's commercial general liability policy shall be endorsed to recognize specifically Provider's contractual liability to the Authority. The Las Vegas Convention and Visitors Authority, its officers, directors and employees must be expressly covered as additional insureds.

EACH OCCURRENCE	\$1,000,000
DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 50,000
PERSONAL & ADV. INJURY	\$1,000,000
GENERAL AGGREGATE	\$2,000,000
PRODUCTS-COM/OP AGG	\$2,000,000

d. Automobile Liability: Provider shall obtain and maintain for the duration of this Agreement, automobile liability insurance of no less than \$1,000,000 combined single limit per occurrence is required to be provided on an "any auto" basis. The Las Vegas Convention and Visitors Authority, its officers, directors, and employees must be expressly covered as additional insureds.

e. Worker's Compensation: Provider shall obtain and maintain for the duration of this Agreement, worker's compensation insurance with specific minimum limits of:

E.L. - EA ACCIDENT	\$500,000
E.L. DISEASE - EA EMPLOYEE	\$500,000
E.L. DISEASE - POLICY LIMIT	\$500,000

f. Professional Liability: Provider shall obtain and maintain for the duration of this Agreement, professional liability (errors and/or omissions) insurance with limits of no less than \$1,000,000 aggregate, insuring against claims for injuries to persons or loss of or damage to property arising out of the services rendered by Provider, its agents, representatives or employees pursuant to this Agreement. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Authority. Provider's Professional Liability Insurance policy shall be endorsed to recognize specifically Provider's contractual liability to Authority.

g. Certificate Holder: Las Vegas Convention and Visitors Authority shall be listed as Certificate Holder

h. Primary: Provider's insurance shall be primary in respect to Authority, its officers and employees. Any other coverage available to Authority, its officers and employees shall be "in excess" of the insurance required of Provider.

i. Cancellation: The Provider or its Insurance Carrier shall provide Authority thirty (30) days advance notice of any cancellation of any insurance policies requested pursuant to the terms of this Agreement.

j. Failure to Maintain Coverage: If Provider fails to maintain any of the insurance coverages required herein, then Authority will have the option to declare Provider in breach of this Agreement, or to purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages may be maintained. Provider is responsible for any payments made by Authority to obtain or maintain such insurance, and Authority may collect the same from Provider or deduct the amount paid by Authority from any sums due Provider under this Agreement.

k. Additional Insurance: Provider acknowledges that the insurance requirements specified herein do not relieve Provider of its responsibility or limit the amount of its liability to Authority or to third parties, in any manner whatsoever and Provider is

Las Vegas Convention & Visitors Authority

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encouraged to purchase such additional insurance.

- i. Damages: Provider is responsible for and required to remedy all damage or loss to any property, including property of Authority, to the extent they are caused by Provider, Provider's subcontractor of any tier or anyone employed, directed or supervised by Provider.

SAMPLE INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Month/Date/Year

PROVIDER Insurance Agent/Broker Name Insurance Agent/Broker Street Address or P.O. Box Insurance Agent/Broker City, State & Zip Code Contact & Phone Number	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																		
INSURED Contractor Name Contractor Street Address or P.O. Box Contractor City, State & Zip Code	<table border="1"> <tr> <th colspan="2">INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Name of Insurance Company - A-VII</td> <td></td> <td>Enter NAIC#</td> </tr> <tr> <td>INSURER B: Name of Insurance Company - A-VII (if applicable)</td> <td></td> <td>Enter NAIC#</td> </tr> <tr> <td>INSURER C: Name of Insurance Company - A-VII (if applicable)</td> <td></td> <td>Enter NAIC#</td> </tr> <tr> <td>INSURER D: Name of Insurance Company - A-VII (if applicable)</td> <td></td> <td>Enter NAIC#</td> </tr> <tr> <td>INSURER E: Name of Insurance Company - A-VII (if applicable)</td> <td></td> <td>Enter NAIC#</td> </tr> </table>	INSURERS AFFORDING COVERAGE		NAIC #	INSURER A: Name of Insurance Company - A-VII		Enter NAIC#	INSURER B: Name of Insurance Company - A-VII (if applicable)		Enter NAIC#	INSURER C: Name of Insurance Company - A-VII (if applicable)		Enter NAIC#	INSURER D: Name of Insurance Company - A-VII (if applicable)		Enter NAIC#	INSURER E: Name of Insurance Company - A-VII (if applicable)		Enter NAIC#
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INSURER E: Name of Insurance Company - A-VII (if applicable)		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.

NR	COV	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$N/A PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
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	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER THAN EA ACC \$ AGG \$
A	<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$Enter Amount	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE \$Enter Limit AGGREGATE \$Enter Limit \$ \$ \$
A	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED if yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
	<input type="checkbox"/>	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The Las Vegas Convention and Visitors Authority, its officers, directors and employees must be expressly covered as additional insureds in respect to commercial general liability and automobile liability

CERTIFICATE HOLDER The Las Vegas Convention and Visitors Authority Purchasing Section 3150 Paradise Road Las Vegas, NV 89109 Facsimile Number: (702) 892-2950 Email: Contractsdtran@lvvva.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
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Clauses Section

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D. JOINDER PRIVILEGES - N.R.S. 332 The State of Nevada and/or any political subdivision within the State of Nevada may be granted the privilege of joining the awarded contract at the option of the successful Bidder and the political subdivision.

1. If the successful Bidder so grants such a privilege, the terms and conditions of the Invitation to Bid shall be passed on to the joining political subdivision.
2. The successful Bidder shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract.
3. In the event the successful Bidder allows another political subdivision to join the AUTHORITY contract, it is expressly understood that the AUTHORITY shall in no way be liable for the joining political subdivision obligations to the successful Bidder in any manner whatsoever.

E. DEFAULT The AUTHORITY may, subject to the provisions outlined below, terminate the whole or any part of the contract in any one of the following circumstances, by thirty (30) calendar day's written notice of default to the bidder.

1. If the bidder fails to perform the service(s) within the time specified herein or any extension thereof; or
2. If the bidder fails to perform any of the provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and bidder does not cure such failure within the requirements set forth in the Invitation to Bid.
3. In the event the bidder is unable to tender performance on the date, time, and location specified by the AUTHORITY, the bidder agrees to pay the AUTHORITY an amount equal to the actual costs incurred by the AUTHORITY in replacing contractor's services. Consequential damages shall be paid to the AUTHORITY for the time the bidder fails to perform under the terms and conditions of the contract. In addition to the above payments, damages arising from the contractor's failure to perform will apply in all cases except where failure to perform arises out of causes beyond the control and without fault or negligence of the bidder.
4. Except with respect to defaults of subcontractors, the bidder shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control without the fault or negligence of the bidder. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the AUTHORITY in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the bidder.
5. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the bidder and subcontractor, and without the negligence of either of them, the bidder shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractors were obtainable from other sources in sufficient time to permit the bidder to meet the required delivery and/or installation schedule.

F. TERMINATION FOR CONVENIENCE OF THE AUTHORITY The performance of work under the contract may be terminated by the AUTHORITY in whole or in part from time to time, upon at least a forty- five (45) calendar days written notice to the bidder when such action is deemed by the AUTHORITY to be in its best interest. Termination of work shall be effected by delivery to bidder of a Notice of Termination specifying the extent to which performance of work under contract is terminated, and the date upon which such termination becomes effective.

1. After receipt of Notice of Termination and except as otherwise directed by the AUTHORITY, the bidder shall:
2. Immediately stop work under the Contract on the date and to extent specified in the Notice of Termination.
3. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
4. After receipt of a Notice of Termination, bidder shall submit to the AUTHORITY, in the form and with the certifications as may be prescribed by AUTHORITY, a termination claim and invoice.
5. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of bidder to submit his termination claim and invoice within the time allowed, the AUTHORITY may determine on the basis of information available to the AUTHORITY, the amount, if any, due to bidder in respect to the termination and such determination shall be final. After such determination is made, AUTHORITY shall pay bidder the amount so determined.
6. Bidder, for a period of five (5) years after final settlement under the Contract shall make available to the AUTHORITY, at all reasonable times, at the office of the bidder, all his books, records, documents, or other evidence bearing on the costs and expenses of bidder, under the Contract in respect to the termination of the work.

G. TERMINATION OF THE CONTRACT BY THE AUTHORITY If the bidder is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen of proper materials, or if he fails to make prompt payment to subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public AUTHORITY having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the owner, upon certification that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the bidder and his surety, if any, seven (7) calendar days written notice, terminate the employment of the bidder and take possession of the site and of all materials, equipment, tools, construction equipment and machinery at the site owned by the bidder and may finish the work by whatever method he may deem expedient. In such case the bidder shall not be entitled to receive any further payment until the work is finished.

1. If the unpaid balance of the Contract Sum exceeds the cost of finishing the work, including compensation for the AUTHORITY's designated representative's additional services made necessary, such excess shall be paid to the bidder. If such costs exceed the unpaid balance, the bidder shall pay the difference to the AUTHORITY. The amount to be paid to the bidder or the AUTHORITY, as the case may be shall be certified upon application, in the manner provided in these Contract Documents and this obligation for payment shall survive the termination of the Contract.

- H. TERMINATION OF CONTRACT BY THE BIDDER** If the work is stopped for a period of thirty (30) calendar days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable though no act or fault of the bidder or a subcontractor of their agents or employees or any other persons performing any of the work under a contract with the bidder or if the work should be stopped for a period of thirty (30) calendar days by the bidder because the Owner has not made payment as provided in these Contract Documents, then the bidder may, upon seven (7) additional calendar days' written notice to the Owner terminate the Contract and recover from the owner payment for all work performed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery including reasonable profit and damages.
- I. BILLING, PAYMENT, AND TAXES** The bidder (or designated representative) shall submit a detailed invoice to the AUTHORITY. Upon reconciliation of all errors, corrections and credits, payment to the bidder will be made in full within thirty (30) calendar days following reconciliation of the invoice via EFT or credit card. Invoice shall be submitted to:

**FINANCE DIVISION
LAS VEGAS CONVENTION AND VISITORS AUTHORITY
3150 PARADISE ROAD
LAS VEGAS NV 89109-9096
ATTENTION: ACCOUNTS PAYABLE**

1. All persons doing business with the AUTHORITY should be aware that the AUTHORITY is exempt from paying Nevada Sales and Use Taxes under the provision of N.R.S. 372.325(4).
 - a) No bill should be presented for payment to the AUTHORITY which itemizes Nevada Sales Tax or Use Tax as an item for payment. If any bill is presented to the AUTHORITY which itemizes Nevada Sales Tax or Use Tax as an item for payment, the amount itemized will not be included in the payment by the AUTHORITY.
 - b) SALES TAX 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 Chapter 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation.
- J. DISPUTED BILLINGS (CHARGES)** In the event that AUTHORITY disputes any portion of its billing(s), the AUTHORITY shall pay the undisputed portion of such billing and the parties shall initiate the dispute-resolving procedures as follows:
1. Should the AUTHORITY dispute a portion of any billing(s), its representative shall, within fifteen (15) calendar days after the AUTHORITY's receipt of such billing, informally notify the contractor's designated representative, that such dispute exists. Such dispute shall be resolved in accordance with the contractor's customary informal dispute resolution process.
 2. If such dispute cannot be resolved by the contractor's customary informal dispute resolution process within five (5) calendar days after such notification is given, the AUTHORITY's Senior Manager of Purchasing and the contractor's Las Vegas Manager, or its respective designees, shall meet to resolve the matter.

IV. TECHNICAL SPECIFICATIONS

- A. INTENT OF SPECIFICATIONS** The intent of the specifications is to prescribe minimum acceptable requirements and to take advantage of the latest advancement in the field. Proposed equipment and/or services must be of the latest design, production, and advanced state-of-the-art to those specified in the Technical Specifications. The absence of detailed specifications implies that the best general production practice will prevail and that first quality material and workmanship are to be used. Reference to any manufacturer's equipment by name or model is meant to be descriptive as to level of quality and type of equipment, but not restrictive as to manufacturer.
- B. APPROVED "EQUALS" TO SPECIFICATIONS** Prospective Bidders must propose equipment and/or services that meet the requirements of the Technical Specifications. APPROVED EQUAL requests may be discussed at the pre-bid conference if scheduled.
- C. DELIVERY** All prices stated on the bid form shall include shipping and handling to the Las Vegas Convention and Visitors Authority, at 3150 Paradise Road, Las Vegas, Nevada 89109; 3395 Cambridge Road, Las Vegas, Nevada, 89169; or Cashman Center, at 850 Las Vegas Boulevard North, Las Vegas, Nevada 89102. Delivery hours are 8:00 a.m. to 3:30 p.m., Monday through Friday.
- D. INTERPRETATIONS** No interpretation of the meaning of the plans, specifications or other Bid Documents will be made to any prospective Bidder orally. Every request for interpretation should be in writing addressed to the Senior Manager of Purchasing, Las Vegas Convention and Visitors Authority, 3150 Paradise Road, Las Vegas, Nevada 89109. To be given consideration requests must be received at least five (5) days prior to the date fixed for the opening of bids.
- E. ADDENDA** If the AUTHORITY determines that a request for interpretation merits consideration by all Bidders, the request for interpretation shall be reduced to writing and submitted to all prospective Bidders in the form of an addendum.
1. To receive consideration, an addendum must be submitted to all prospective Bidder(s) at least forty-eight (48) hours immediately prior to the date and time established for bid opening, unless addendum is considered to contain information that is not material to preparing bids. This determination will be made by the Authority.
- F. CONFORMING GOODS AND/OR SERVICES** The goods and/or services shall minimally conform in all respects with the specifications required as indicated herein. In the event of nonconformity, and without limitation upon any other remedy, the AUTHORITY shall have no financial obligation in regard to the nonconforming.
- G. NEW GOODS** It is understood and agreed that any item offered or shipped shall be new and in first class condition, and that all containers shall be new and suitable for storage or shipment unless otherwise indicated in these documents.
- H. BURDEN OF PROOF** It shall be the responsibility of the prospective Bidder to furnish the AUTHORITY with sufficient data to determine if the goods or services offered conform to the bid specifications.
- I. PRODUCT LITERATURE, BROCHURES, ETC.** After the date and time for Public Bid Opening, prospective Bidders shall, if required, furnish, within twenty-four (24) hours, specification sheets, brochures, product literature, or other material (each submittal to be appropriately marked in accordance with the number system used in the specifications), which contain sufficient data to enable AUTHORITY personnel to properly evaluate all items bid. This is a material requirement of this bid, and failure to furnish such data within the twenty-four (24) hour time requirement may cause rejection of that bid without consideration.

Technical Specifications

Las Vegas Convention & Visitors Authority
Bid #12-4027, Annual Elevator and Escalator Repair and Maintenance

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- J. RETURN SHIPMENT** The AUTHORITY shall be reimbursed by the successful Bidder for shipping costs incurred in returning merchandise that was shipped in error, merchandise that was defective, or for other reasons not the fault of the AUTHORITY.
- K. O.S.H.A. STANDARDS** By signing the bid, the Bidders admit (prima facie evidence) that all material and workmanship for this Bid Invitation meet or exceed O.S.H.A. standards.
- L. CONTRACT PERIOD** The initial contract shall be from the date of the written Notice to Proceed, through and including May 31, 2013. The costs reflected on the Bid Schedule shall remain FIRM through May 31, 2013.
1. **CONTRACT EXTENSION** By mutual written consent and agreement of both parties, the original contract may be extended for a maximum of three (3) additional periods of twelve (12) calendar months each. The Bidder will be contacted within ninety (90) calendar days before the expiration date of the contract regarding the extension of the contract.
 2. The first extension period, if allowed, shall be predicated on the basis that the original contract price(s) are subject to negotiation. The Successful Bidder shall provide substantiated backup including the CPI or any index applicable to justify any increase. The negotiated increase shall remain in effect for the entire time of the first extension period, which is defined as June 1, 2013 through May 31, 2014.
 3. The second and third extension periods, if allowed, shall be predicated on the basis that the price(s) in effect at that time are subject to negotiation. The Successful Bidder shall provide substantiated backup including the CPI or any index applicable to justify any increase, and that the price increase, if allowed, shall not take effect until and if the second or third extension period actually commences.
 - a) The only item allowable for negotiation for any extension period shall be the contract prices. During the period of any extension, all other terms and conditions of the original agreement shall remain in effect as written.
 4. **PRICE DECREASES** IN ADDITION, THE BIDDER SHALL BE REQUIRED TO EXTEND TO THE AUTHORITY ANY PRICE DECREASES.
- M. ORDERING AUTHORITY** During the term of the contract the ONLY authorized ordering authority shall be the Senior Manager of Purchasing, unless that authority is specifically delegated in writing by the Senior Manager of Purchasing.
1. Any order that is accepted by the successful Bidder and delivered outside the specific requirements of this paragraph shall be subject to non-payment.
 2. All ordering shall be accomplished on an "as needed" basis with the quantities to conform to the units specified on the bid form.
- N. ESTIMATED QUANTITIES** The quantities reflected on the bid form, to the best of the AUTHORITY'S knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by the AUTHORITY under the finalized contract, but these quantities will be used to determine the low Bidder. The AUTHORITY accepts no liability for units not ordered.

- O. PRODUCT DESCRIPTION** Prospective Bidders shall indicate on the bid form, the manufacturer and reorder number of each bid item. Failure to provide this information, indicates the prospective Bidder will be furnishing the item(s) as specified on the bid form.
- P. BACK ORDERS** The Las Vegas Convention and Visitors Authority's Purchasing Office and the delegated ordering authority must be notified within two (2) calendar days of all back ordered items and the estimated number of days before shipment is to be made. Any order that will take over a maximum of ten (10) calendar days for delivery may, at the option of the AUTHORITY, be canceled and ordered from a competitive source. Credit must be issued to the AUTHORITY by the successful Bidder for price differential(s) on any item(s) obtained from another source.
- Q. SUBSTITUTIONS** No product will be accepted by the AUTHORITY that differs from the manufacturer and/or brand name that the successful Bidder specifies on the bid form unless the AUTHORITY so authorizes such substitution in writing prior to award.
1. Any approved substitution shall be invoiced at the contract price or at a lower price if the successful Bidder's substitution is sold at a lower price on like contracts.
 2. The AUTHORITY reserves the right to approve or disapprove any proposed substitution.
- R. WARRANTY** The goods and/or services shall conform to the Technical Specifications of this Invitation to Bid as well as all applicable Industry Published Technical specifications. If one of the above mentioned Specifications contain more stringent requirements than the other, the more stringent requirements shall apply.
1. All materials, workmanship and title shall be guaranteed by the bidder to be free of defects for a period of one (1) calendar year from the date of acceptance by the AUTHORITY.
 2. All freight costs incurred for shipment to and from the contractor's designated place of business to correct warranty defects shall be borne by the bidder.
 3. The liability of the bidder to the AUTHORITY (except as to title) arising out of the furnishing of the goods and/or services or of its use under the terms of the contract shall not exceed the cost of correcting the defects in the good and/or services as provided under the contract and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose.
- S. CORRECTION OF WARRANTY DEFECTS** If required by the Invitation to Bid, the bidder will appoint, prior to the delivery of the goods and/or services, a firm in the immediate Las Vegas area of their own choosing who will be the immediate contact point for the correction of warranty defects.
1. The local firm shall correct those warranty defects which take no longer than four (4) hours after notification by the AUTHORITY of a warranty defect.
 2. Any warranty defect that requires more than four (4) hours to correct shall require the direct intervention by the bidder and must be corrected within ten (10) working days after notification by the AUTHORITY.
 3. Failure to comply with the requirements of the provisions of "CORRECTION OF WARRANTY DEFECTS" shall be just cause for the AUTHORITY to declare the contract in default under the DEFAULT CLAUSE of the Invitation to Bid and allow the AUTHORITY to seek remedy at law.

T. WARRANTY EXCLUSIONS PROHIBITED The AUTHORITY will NOT accept any warranty clause from a manufacturer and/or seller which states:

1. That the warranty of merchantability and/or the warranty of fitness for a particular purpose is excluded from the offer to the AUTHORITY.
2. That the manufacturer's and/or seller's warranty is in lieu of all other warranties that are either expressed or implied.
3. In addition to the above restrictions, the warranty requirements of the Invitation to Bid shall run from the manufacturer to the AUTHORITY as well as from the seller to the AUTHORITY if the goods and/or services are sold by a distributor or agent.
4. ANY WARRANTY DOCUMENT OF SUPPLIER AND/OR MANUFACTURER INCLUDED WITH THE SEALED BID SHALL CAUSE THE AUTOMATIC REJECTION OF THAT BID WITHOUT CONSIDERATION.

U. RECORD RETENTION AND INSPECTION The bidder agrees that the AUTHORITY, or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records and proprietary data, must be kept and maintained by the bidder in a location within Clark County, Nevada, for a period of five (5) years after completion of this Contract unless the AUTHORITY'S written permission is obtained to dispose of material prior to this time.

1. If, at any time during the term of the Contract, or at any time after the expiration or termination of the Contract, authorized representatives of the AUTHORITY conduct an audit of bidder regarding the service provided to the AUTHORITY, and if such audit finds the AUTHORITY'S dollar liability for such service is less than payments made by the AUTHORITY to bidder; then bidder agrees that the difference shall be either: (1) repaid immediately by bidder to the AUTHORITY by cash payment, or (2) at the AUTHORITY'S option, credited against any future payments to bidder.

V. DRAWINGS Drawings, if attached, do not purport to show all the details of the work. They are intended to illustrate the character and extent of the performance desired under the contract therefore, they may be supplemented or revised from time to time, as the work progresses, by the AUTHORITY or by the successful Bidder. Drawing revisions and/or additional drawings or sketches will be made and furnished the successful Bidder if they are deemed necessary to adequately illustrate the work. All such supplementary and revised drawings, those which do not change the cost of the Contract automatically, become a part of the finalized contract. All other changes which increase the cost of the contract must be approved by the AUTHORITY and the successful Bidder prior to becoming a part of the finalized Contract.

W. INSTRUCTION MANUALS Successful Bidder shall be required to furnish two (2) complete instruction manuals. Instruction manuals are to be written so that a qualified technician can read and interpret effectively the contents. These manuals shall be comprehensive and will include the following minimum sections:

1. Complete description of operation
2. Theory of operation
3. Complete schematic diagrams