

McCARRAN INTERNATIONAL AIRPORT  
CLARK COUNTY, NEVADA  
PO Box 11005 Las Vegas NV 89111-1005  
(702) 261-5013 FAX (702) 261-3647



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CLARK COUNTY DEPARTMENT OF AVIATION  
FINANCE PURCHASING & CONTRACTS

**INVITATION TO BID**  
**BID NO. 11-602037**  
**ANNUAL REQUIREMENTS CONTRACT FOR**  
**UPS EQUIPMENT, MAINTENANCE, AND SUPPLIES**

The **BID PACKAGE** is available as follows:

**Clark County Department of Aviation  
Administration Building**  
1<sup>st</sup> Floor, Purchasing  
1845 East Russell Road  
Las Vegas, NV 89119  
(702) 261-5013

A **PREBID CONFERENCE** will be held at: **9:00 A.M.** on **September 10, 2010** at the:

**Clark County Department of Aviation  
Administration Building**  
1<sup>st</sup> Floor, Conference Room 1A  
1845 East Russell Road  
Las Vegas, NV 89119  
(702) 261-5013

**BID OPENING**

Bids will be accepted at **Clark County Department of Aviation, Administration Building**, located at 1<sup>st</sup> Floor, Purchasing, 1845 East Russell Road, Las Vegas, NV 89119, on or before **September 23, 2010**, at **2:00:00 p.m. based on the time clock at the Department of Aviation Purchasing front desk.**

Hearing impaired customers may obtain information by calling TT/TDD:  
Relay Nevada toll-free (800) 326-6868.

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**Clark County Board of Commissioners**  
Rory Reid, Chair • Susan Brager, Vice Chair  
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# HELPFUL BID INFORMATION

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



## BID OPPORTUNITIES

You may access any of Purchasing's bid opportunities via McCarran's website. Please visit [www.mccarran.com](http://www.mccarran.com) or telephone (702) 261-5013 for assistance.

In addition, bid opportunities are posted for seven (7) days in the local newspaper.

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## PRE-BID CONFERENCE ATTENDANCE WE WANT YOU!



You have received this "Invitation to Bid" with the anticipation of doing business with Clark County McCarran International Airport. You are encouraged to attend the pre-bid conference because it gives you the opportunity to ask questions you may have regarding the bid document, the bid requirements, and the bidding process. At the pre-bid conference, the entire bid document is reviewed and questions from the attendees are answered.

The date and time of the pre-bid conference is provided for on the cover page of the bid document. **SEE YOU THERE!**

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## INTERESTED IN BUSINESS OPPORTUNITIES?

The McCarran Disadvantaged Business Enterprise Liaison Officer works with Purchasing to expand the economic prospects of all disadvantaged groups in the business community and promote full and open competition in all procurement and purchasing activities. If you would like the opportunity to discuss business opportunities with Clark County McCarran International Airport, you can contact Dolores Leyva, DBE Liaison Officer, at telephone number (702) 261-5123. **If you have questions concerning how to prepare a bid, contact the Purchasing Analyst noted in this bid document.**

**GENERAL PROVISIONS**  
**BID NO. 11-602037**  
**ANNUAL REQUIREMENTS CONTRACT FOR UPS EQUIPMENT, MAINTENANCE, AND SUPPLIES**

1. INTENT OF INVITATION

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

2. DEFINITIONS

The term "Owner" or "County" as used throughout these documents will mean County of Clark, Las Vegas, Nevada, as represented by the Clark County Board of Commissioners.

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

The term "Director" as used throughout this document will mean the Clark County Director of Aviation, McCarran International Airport.

The term "Designated Contact" or "County's Designated Representative" as used through this document will mean the Director of Aviation of the Clark County Airport System, or his designee acting on behalf of the county.

3. DESIGNATED CONTACTS

All questions pertaining to this Invitation to Bid shall be submitted in writing, prior to the pre-bid conference, and addressed to, David Arnold, Purchasing Analyst II. You may email questions to [davida@mccarran.com](mailto:davida@mccarran.com) or fax to (702) 261-3647. After award, the designated contact will be Ed Babauta, Departmental Systems Administrator, telephone number (702) 261-5010.

4. CONTACT WITH OWNER DURING BIDDING PROCESS

Communications 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 time it is posted on an agenda for award of the 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 their 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 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 (702) 261-5013 and requesting the document. 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 they 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 successful Bidder or its principals, employees, subcontractors or other agents while performing services under this contract. The successful Bidder shall indemnify, defend, and hold harmless the Owner for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

11. PATENT INDEMNITY

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

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

12. ADDENDA AND INTERPRETATIONS

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

13. PUBLIC RECORDS

The Owner is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061 (2), a bid that requires negotiation or evaluation by the Owner may not be disclosed until the bid is recommended for award of a contract.

14. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

Bidder agrees to fully indemnify the Owner if the Owner is assessed any fine, judgment, and court cost or attorneys fees as a result of a challenge to the designation of information as proprietary.

15. 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 the Purchasing Analyst under "Designated Contacts" to schedule your appointment.

16. PREPARATION OF FORMS

All bids will be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and will be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit prices will prevail.

17. SUBCONTRACTOR INFORMATION

Bidders should submit with their bids a list of the Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) and Nevada Business Enterprise (NBE) subcontractors as provided on **Attachment 1**. If no MBEs, WEBs, PBEs, SBEs or NBEs are being utilized, the Bidder shall explain why. The information provided on **Attachment 1** by the Bidder is for the Owner's information only.

If there are any questions on **Attachment 1**, please contact Dolores Leyva, D.B.E. Liaison Officer, at telephone number (702) 261-5123.

18. DURATION OF OFFER

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

19. ADDITIONAL BIDS

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

20. SUBMISSION OF BIDS

**All bids must be submitted in a sealed envelope plainly marked with the name and address of the Bidder and the "Bid No. 11-602037, and Annual Requirements Contract for UPS Equipment, Maintenance, and Supplies."** 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 be attached 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 later than 3:00:00 p.m. will not be opened. **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:

**U.S. Mail Delivery**

Clark County Department of Aviation  
McCarran International Airport  
Purchasing Department  
P.O. Box 11005  
Las Vegas, NV 89111-1005

**Hand/Express Delivery**

Clark County Department of Aviation  
Administration Building  
1<sup>st</sup> Floor, Purchasing  
1845 East Russell Road  
Las Vegas, NV 89119

**Regardless of the method used for delivery, Bidders shall be wholly responsible for the timely delivery of submitted bids. For bid delivery questions, please call (702) 261-5013.**

21. COLLUSION AND ADVANCE DISCLOSURES

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

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or any 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.

22. WITHDRAWAL OF BID

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a Bid Release Form has been properly filled out and submitted to the Main Reception desk. Withdrawn bids must be resubmitted 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 Bidder further extends the offer in writing.

**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).**

23. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder unless the Owner determines that the quality of the services, supplies, materials, equipment or labor offered does not conform to the requirements or the public interest would be served by rejecting that bid. The determination of the lowest responsive and responsible Bidder may be judged on the basis of all or some of the following factors: price; conformance to specifications; past performance; performance or delivery date; 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 the best interest of the public. 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. Rewarding the contract by the Owner is not a waiver of any liability of the initial Bidder awarded the contract.

24. REJECTION OF BID

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

25. 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 Bid Form furnished by the Owner.
- b. Lack of signature by an authorized representative on the Bid Form.**
- c. Failure to properly complete the Bid Form.
- d. Evidence of collusion among Bidders.
- e. Unauthorized alteration of Bid Form.
- f. Failure to complete and submit the Disclosure of Ownership/Principals form.
- g. Failure to acknowledge any Addenda issued on the Bid form.

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

26. DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

27. TIE-BIDS

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

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

28. PROTESTS

- a. Any person who submits a bid/proposal for this procurement action 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 three (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 three (3) working days of receipt of the decision, a protestor may submit to the Purchasing Administrator or his designee its written notice of intent to appeal the decision to the BCC. The Purchasing Administrator or his 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 person filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in the State of Nevada, 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 person filing the notice of protest; or
  2. \$250,000
- c. The notice of protest filed in accordance with the provision 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 person 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 any person(s) 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 person 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 amount equal 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.

29. USE BY OTHER GOVERNMENT ENTITIES

NRS 332.195 states that a governing body or its authorized representative may join or use the contracts of other local governments located within or outside this state with the authorization of the contracting vendor. The original contracting local government is not liable for the obligations of the local government, which joins or uses this contract.

The successful Bidder that authorizes other governmental agencies to join or use this contract will be responsible for notifying agencies of any contract renewals, extension, termination, and price increase/decrease. Successful Bidder will forward a copy of the original contracting government's contract notification letter issued.

30. ANTI - 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.

It is unlawful for any successful Bidder in connection with the performance of work under a contract with a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of his race, color, creed, national origin, sex, sexual orientation or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his race, creed, national origin, sex, sexual orientation or age.

Contracts between successful Bidders and public bodies must contain the following contractual provisions:

1. In connection with the performance of work under this contract, the successful Bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

2. The successful Bidder further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
3. Any violation of such provision by a successful Bidder constitutes a material breach of contract.
4. As used in this section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality or bisexuality.

The successful Bidder acknowledges that if discrimination has occurred, the Owner may declare the successful Bidder in breach of contract, terminate the contract, and designate the successful Bidder as non-responsible.

31. IMMUNITY FOR INCORRECT DATE GENERATION

The Owner, its officers and employees shall be immune for any breach of this contract caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the Owner, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

32. ASSIGNMENT OF CONTRACTUAL RIGHTS

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

33. TERMINATION FOR CONVENIENCE

The Owner reserves the right to terminate the contract in whole or part at any time whenever the Owner shall determine that such a termination is in the best interest of the Owner without penalty or recourse upon 30 calendar 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 Department of Aviation for approval.

34. TERMINATION FOR CAUSE

If the successful Bidder fails to perform in accordance with the agreed terms, conditions, or warranties applicable to this contract, the Owner may **immediately** cancel all or part of the contract upon written notice of intent to cancel without any liability by the Owner to the successful Bidder. In the event of cancellation 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.

35. AIRPORT SECURITY

a. Owner Property

For security purposes, Owner property is divided into three (3) categories as follows:

1. Landside: The non-secure portion of the Airport;
2. Airside: The Secured Area/Security Identification Display Area (SIDA); and
3. Sterile Areas: The parts of the terminal buildings that require access through a security check point.  
Note: This is a part of the SIDA.

All successful Bidder's personnel working on Owner property, Landside, Airside or Sterile Areas, must be badged for identification purposes.

b. Federal Regulations

1. 49 Code of Federal Regulation (CFR), Part 1542, governing US Commercial Airports' Security Program 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 violations or actual security breaches and violations by authorized and unauthorized persons and vehicles entering the Secured Area/SIDA on LAS. Owner will be reimbursed by successful Bidder for any fines levied for breaches or violations of security due to successful Bidder's activities or those of any tier subcontractor. When working at Airport, regardless of location, successful Bidder's personnel must visibly display at waist level or above on their outermost garment the appropriate McCarran International Airport security identification badge at all times.
2. Successful Bidder agrees to accept and reimburse Owner for any fines levied on Owner by TSA for any violation of any TSA Security Regulations and Rules by successful Bidder and its employees or any of successful Bidder's subcontractors, vendors, suppliers and agents and their employees.

3. Successful Bidder acknowledges that McCarran International Airport reserves the right to refuse identification badges to any person with a record of arrests and convictions, or poses a safety or security risk to the airport, which in its sole judgment would render that person an unacceptable risk to the security of the Airport.

c. 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 Bidder will be allowed access to only those areas necessary to complete the work.

d. 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 Bidder may be subject to a fine as detailed in Section 36.b., and personnel may be subject to immediate and permanent removal, to include security identification badge revocation, from the Airport by Owner.

e. Landside/Public Work Areas

Successful Bidder's personnel with a Tan badge can gain access to Landside/Public or Sterile Area work areas without escort. If a Tan badge holder enters an Airport Secured Area/SIDA, successful Bidder may be subject to a fine as detailed in Section 36.b., and personnel 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.

37. SECURITY PROCEDURES AND BADGING

- a. Successful Bidder may apply for either a Maroon, Green or Tan badge for its personnel as applicable. The security identification badge shall be specific to the awarded contract, for which its personnel are assigned. All security badges are obtainable after receipt of Notice of Award and personnel's successful completion of US Customs & Border Protection (CBP) Access Seal background check (if applicable), TSA required criminal history records check and security threat assessment and successful completion of the Airport Security Training Class.
- b. Airport Badging Office hours are between 6am – 4:45pm, Monday through Friday, excluding special events and holidays. The Airport Badging Office telephone number is (702) 261-5652. The Airport Fingerprint Office hours are between 6:00am – 4:45pm, Monday through Friday, excluding special events and holidays. The Airport Fingerprinting Office telephone number is (702) 261-5686.
- c. Successful Bidder's personnel requiring a Maroon, Green or Tan badge shall undergo a CBP access seal background check (if applicable) of which it may take up to five business days for CBP to provide results. Once CBP check is complete (if applicable), personnel must be fingerprinted, as required by 49 Code of Federal Regulation (CFR), Part 1542. It may take up to fourteen (14) calendar days to receive the results of this Criminal History Records Check. Further, as required by Part 1542, individuals must submit necessary documentation and data for TSA to conduct a security threat assessment. Security Threat Assessment results may also take up to fourteen (14) calendar days to be received. Once Airport has received all results, the employee must attend the Airport Security Training Class. All badges expire on an annual basis. If the term of the contract is longer than twelve (12) months, then successful Bidder is required to re-badge all employees assigned to the contract. Successful Bidder employees may renew badges beginning 30-days prior to date of expiration. Please note expiration date is date of employee's birthday.
- d. A Maroon or Green badge provides access to the Airport Secured Area/SIDA, as stipulated by Owner and is required when successful Bidder has to provide pedestrian escort to Airport Secured Area/SIDA or has to guard a door or gate that allows access to Airport Secured Area/SIDA. Personnel with a Maroon or Green badge may act as escort for persons (visual control) at worksite only and are not authorized to escort vehicles.
- e. A Tan badge is authorized by and signed for by Owner. This badge is required for all other personnel who do not have a Maroon or Green badge. A Tan badge provides access to Landside/Public/Sterile Areas as stipulated by Owner. Tan badge holders may not be escorted into the Airport Secured Area/SIDA, nor do Tan badge holders have authority to escort and must be screened through the TSA passenger security screening checkpoints prior to entering Airport Sterile Areas.
- f. Successful Bidder will provide Owner with information on the specific doors/points of entry through which access is required. Owner will relay access requests to the Airport Badging Office for card readers (Maroon or Green badged personnel only) and to the Facilities Division for keyed doors. Access will be removed after contract completion.
- g. Any toolbox, and tools contained within, for work/project duties only, may be brought into the Airport Sterile and Secured Area/SIDA, however, it is subject to search by the Airport and the TSA and must be controlled/secured. Toolboxes may not be taken through the TSA passenger security screening checkpoints.

- h. "Airport personnel" includes any and all personnel of the Airport, operator, concessionaires, vendors, contractors, and subcontractors. All of these personnel using tools of the trade (knives and any cutting instrument/tool of any kind) within the Sterile and Secured Area/SIDA must have an Airport Issued Security Identification badge. Non-badged personnel may use necessary tools of the trade in sterile areas under visual supervision and escort of a properly badged person. Tan badged are prohibited from escorted non-badged personnel. Tools not under direct visual supervision must be secured from public access.

38. APPLICATION/DOCUMENTATION

- a. Successful Bidder through the Owner's representative must obtain a fingerprint and badging application package from the Airport Badging Office. Upon completion, successful Bidder shall submit the application package to the Airport Badging Office. **NOTE:** If applicable, successful Bidder must first obtain applications for CBP Access Seal and complete necessary process and background checks for all of its personnel prior to requesting Airport Security Identification Badge.
- b. Applications for picture badges must be processed through the Las Vegas Metropolitan Police Department (METRO). Two (2) forms of personal identification are required prior to submitting the application to the Airport Badging Office, one of which must be a government-issued picture I.D.
- c. Owner will provide the Airport Badging Office with confirmation of the Notice of Award for each contract, including any renewals and/or extension dates and notice of contract completion.

39. BADGING AND FINGERPRINTING COST

Applicable Fees are as follows:

- Fingerprinting - \$42.00, with a \$30.00 charge if applicant is a no-show for scheduled fingerprint appointment
- Initial Badge - \$10.00 badge, no show for scheduled SIDA training class.
- Badge Renewal - \$10.00 per badge
- Lost / Stolen Badges - 1st Lost - \$50.00, 2nd Lost - \$100.00, 3rd Lost - \$200.00, 4th Lost - No badge issued (Lost Badges - no refunds). Stolen badges are subject to review by a Badge Office Staff Representative.

40. LOST BADGES

- a. Successful Bidder shall immediately file a report of lost or missing badges with the Airport Control Center at (702) 261-5125. If a lost identification badge is recovered, it must immediately be returned to the Airport Badging Office.
- b. Successful Bidder shall immediately notify the Airport Badging Office of any employee or subcontractor of successful Bidder working on the Contract that is terminated or is released from work and return badge.

41. VEHICLE ESCORTS

- a. All vehicles without decals must be escorted.
- b. No private vehicles, (registered to an individual) are authorized on the airfield.
- c. All successful Bidder's subcontractors and vendor vehicles that are to be escorted will be required to provide a copy of vehicle registration (company) and insurance at the designated point of entry into the Airport Secured Area/SIDA. Said escorted vehicles are also required to display their company logo on both sides of each vehicle which must be visible from a reasonable distance with lettering a minimum of 3" high. Logos will be checked at the designated point of entry into the Airport Secured Area/SIDA.
- d. All vehicles and personnel are subject to search and inspections.
- e. Successful Bidder shall submit a request for escorts no later than 1:00 pm on the day prior to the requirement.

42. SUCCESSFUL BIDDER'S RESPONSIBILITY

- a. Successful Bidder shall be responsible for all personnel engaged in the work to ensure that said personnel comply with all security requirements imposed by Owner. It shall be successful Bidder's responsibility to ensure that all equipment and workmen do not enter Airport Secured Area/SIDA except as required during the progress of the work. Successful Bidder shall follow the directions given by Owner concerning the security policies, procedures, rules, regulations, and methods of access and any other restrictions applicable to work within Airport Secured Area/SIDA. Successful Bidder's operations, vehicles and personnel shall be prevented from encroaching into aircraft operational areas by means of barricades, or as directed by Owner.

**GENERAL CONDITIONS**  
**BID NO. 11-602037**  
**ANNUAL REQUIREMENTS CONTRACT FOR UPS EQUIPMENT, MAINTENANCE, AND SUPPLIES**

1. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder contingent upon the submission of all requested documents after award within the timelines specified, unless the Owner approves an extension. Bidder must bid on all items to be considered a responsive bidder.

2. NOTICE OF AWARD

Award of this bid will be by "Letter of Award" issued by the Purchasing Analyst. The contract document shall include this Bid Document, any associated Addenda, and the Bid Form as signed by the successful Bidder and any associated attachments required.

3. PREBID CONFERENCE

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

4. INITIAL TERM

The initial term of this contract shall be from date of award through June 30, 2012, with the option to increase current contract amount and contract renewals by 20%.

5. CONTRACT RENEWAL

Owner reserves the option to renew this contract for an additional four (4), one-year periods from its expiration date.

6. CONTRACT EXTENSION

Owner reserves the option to temporarily extend this contract for up to 180 calendar days from its expiration date for any reason. Contract pricing in effect shall apply to the contract extension term.

7. BIDDER'S REPRESENTATION

Each Bidder, by submitting a bid, represents that they have read and understand the bidding documents and that the bid is made in accordance therewith, and that it has visited the site and 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.

8. BID DOCUMENTS NECESSARY FOR SUBMITTAL

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

9. ADDITIONAL BID SUBMITTALS

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

10. DESCRIPTIVE LITERATURE

Bidders should submit with their bids the latest printed specifications and advertising literature on the product(s), manufactured items or equipment offered in their Bid Form.

11. 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 the 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 obtain and maintain the insurance coverage required in **Attachment 2**, incorporated herein by this reference. The successful Bidder shall comply with the terms and conditions set forth in said **Attachment 2**, and shall include costs of such insurance coverage in their bid price(s).

12. ENVIRONMENTAL AND CLEAN-UP LIABILITY INSURANCE

The successful Bidder shall be required to carry Environmental and Clean-up Liability insurance in the amount of **\$1,000,000 aggregate** for the full duration of this contract.

13. BID SECURITY

Each bid shall be accompanied by a bid security (in the form of, at Bidder's option, a Cashier's Check, Certified Check, Money Order or Bid Bond in favor of the Owner) in the amount of 5% of the bid price (Item #1 of the Bid Form), pledging that the Bidder will, within ten (10) days after Notice of Award, enter into a Contract with the Owner on the terms stated in this Bid and will furnish bonds as described hereunder in covering the faithful performance of the Bidder and the payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security may be forfeited to the Owner as liquidated damages, not as a penalty. All checks and money orders must indicate the Payee as Clark County Department of Aviation and reflect the complete bid number.

The bond shall be written on either a standard Bid Bond form or the enclosed Form, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of this power of attorney.

The Owner will have the right to retain the bid security of bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

14. FISCAL FUNDING OUT

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

15. DELIVERY REQUIREMENTS

- a. Notice of Delivery: Owner shall be given five (5) working days' notice prior to delivery. Notify Ed Babauta, telephone number (702) 261-5101.
- b. Location and Hours: Deliveries shall be made to the McCarran International Airport Warehouse, 505 E. Bell Drive (off Paradise Road), Las Vegas, Nevada 89119, Monday through Friday (excluding Clark County holidays), between the hours of 7:00 a.m. - 3:00 p.m.
- c. Maximum Delivery Time: Maximum delivery time is 30 calendar days after receipt of order (ARO). Failure to offer a delivery time within the maximum number of days specified may be considered a substantial deviation and may be cause for rejection. Time is of the essence and failure to meet the delivery time specified shall constitute a breach of contract.
- d. Material Safety Data Sheets (MSDS): Successful Bidder shall be responsible for submitting the MSDS with each shipment of the product.

- e. Force Majeure: The successful Bidder shall be excused from performance hereunder during the time and to the extent that he is prevented from obtaining, delivering, or performing in the customary manner, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Successful Bidder shall provide Owner satisfactory evidence that non-performance is due to other than fault or negligence on his part.
- f. F.O.B. Destination - Freight Pre-Paid: The successful Bidder shall pay all freight charges. The successful Bidder shall file all claims and bears all responsibility for the goods from the point of origin to the Owner's destination. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery as well as any necessary unloading.
- g. Partial Shipments: Partial shipments will be permitted on individual line items.
- h. 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.
- i. 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.
- j. Training: A qualified factory representative or the successful Bidder's personnel shall provide Training to Owner's personnel, in the form of an orientation, on the proper operation techniques, including care and maintenance of the product. This training shall take place at McCarran International Airport, at the successful Bidder's expense.
- k. Failure to Deliver: In the event that the successful Bidder fails to deliver the product in accordance with the terms and conditions of the contract, the Owner shall have the option to either terminate the contract or temporarily procure the product from another supplier. If the product is procured from another supplier, the successful Bidder shall pay to the Owner any difference between the bid price and the price paid to the other supplier.
- l. Damaged or Defective Products: The successful Bidder shall replace, at no cost to the Owner, damaged or defective products within ten (10) working day(s) after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, the successful Bidder shall pay the Owner any difference between the bid price and the price paid to the other supplier.
- m. 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 equipment delivery.

#### 16. CONSUMPTION ESTIMATES

The quantities appearing on 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 quantity of products or services furnished in accordance with the bid; and it is understood that the scheduled quantity of products or services to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices.

#### 17. PURCHASE ORDERS

The Department of Aviation Finance Purchasing and Contracts will create purchase order(s), which will authorize the successful Bidder to deliver and invoice for the product(s) and/or service(s) offered.

18. INVOICING

Invoices are to be sent to McCarran International Airport, c/o Accounts Payable, P.O. Box 11005, Las Vegas, NV 89111-1005. Invoices are to be sent within 90 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within 30 calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable Department of Aviation'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 McCarran International Airport 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 declare

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.

19. INVOICE AUDITS

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

20. PARTIAL PAYMENTS

Partial payments are not allowed.

21. WARRANTY

The successful Bidder shall guarantee all workmanship, materials, and equipment they have furnished for a period of two (2) years after the final acceptance of the equipment and/or materials. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by the Owner, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship within 14 calendar days after notification.

22. ESCALATION

Fixed Price: During the life of this contract, there may be a general published price change. In the event of a decrease, Owner shall receive the benefit of this change. In the event of an increase, Owner may allow, upon presentation of suitable proof and 30 calendar days advance written notification, an increase over bid price(s). Increases will apply only to products and/or services affected by an increase in a raw material, labor, or another like cost factor. No increase shall be allowed earlier than 365 calendar days from the date of contract award, including 30 calendar days advance written notification. Price increases shall not be retroactive. All written escalation requests shall be sent to the Owner's designated contacts as specified in this bid document. Only one (1) written escalation request(s) will be accepted from the successful Bidder on an annual basis.

23. OPERATIONAL SYSTEMS

The successful Bidder shall furnish a completely operational system whether or not all items necessary to make the system operational are specified.

24. PRODUCTS

**New Product:** The successful Bidder shall guarantee that the product 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 equipment that is made up completely of unused genuine original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable.

25. TEST MODELS

The Owner may request, at no cost to Owner, that the apparent low Bidder provide a test model of the product offered. The performance, characteristics and components of the model submitted for inspection and testing shall be considered a representative model of the product proposed and intended for delivery. Any product tested and found not capable of meeting the minimum requirements of these specifications will not be considered for award of this contract.

26. SUPPLIER'S STOCK

The 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) specified in this bid.

27. REPLACEMENT PARTS

All major component replacement parts shall be readily available from suppliers, within 30 calendar days.

28. NO SUBSTITUTE

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

29. OUT OF STATE SUPPLIERS

Out of state suppliers must be willing to accept collect calls or provide a toll free number for the placement of orders.

30. ALTERATIONS TO CONTRACT REQUIREMENTS

The successful Bidder is not authorized to extend the functions, modify or alter the Contract without authorization from the Owner. Special requests by departments, not covered by this Contract, must be handled as a separate contract approved by the department and appropriate parties. Successful Bidder should obtain written authorization or a separate Purchase Order to cover items not included in this Contract.

31. CLEAN 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, buildings, 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, Owner may accomplish the same at the successful Bidder's expense.

### 32. DISPUTES

Any Disputes relating to this Contract after award shall be resolved through good faith efforts upon the part of the successful Bidder and Owner. At all times, successful Bidder shall carry on the work and maintain his progress schedule in accordance with the requirements of the Contract and the determination of the Owner, pending resolution of any dispute.

All work performed shall be properly reviewed by successful Bidder at its expense, and shall at all times be subject to quality surveillance by Owner, or its authorized representatives who shall be afforded full and free access for such quality surveillance. Successful Bidder shall provide assistance and cooperation including stoppage of work to perform such examination as may be necessary to assure full compliance with requirements of this Contract.

Neither the failure to make such quality surveillance nor to discover defective workmanship shall relieve the successful Bidder of its rights or obligations under this Contract nor prejudice the rights of Owner thereafter to reject or require the correction of defective work in accordance with the provisions of this Contract.

### 33. LAWS AND REGULATIONS – PERMITS

- a. Successful Bidder and its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules or regulations, in effect at the time work under this Contract is performed, and successful Bidder agrees to indemnify and save harmless Owner from and against any and all claims or expenses caused or occasioned directly or indirectly by its failure to so comply. Successful Bidder shall comply and shall cause its employees to comply with all personnel rules, airport rules and regulations, safety regulations and other instructions of Owner, for work performed at the job site, and shall conduct its services in such a manner as to avoid endangering the safety or unlawfully interfering with the convenience of the public.
- b. Except as otherwise specified, successful Bidder shall procure and pay for all permits and inspections and shall furnish any bonds, security or deposits required to permit performance of its work hereunder.

### 34. RESPONSIBILITY FOR WORK SECURITY

- a. Successful Bidder shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. Successful Bidder shall promptly take all reasonable precautions, which are necessary and adequate against any conditions that involve a risk of loss, theft or damage to its property, the Owner'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 Owner on all security matters and shall promptly comply with any project security requirements established by Owner. Such compliance with these security requirements shall not relieve successful Bidder of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner successful Bidder's obligation to undertake reasonable action as required to 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 Owner in a timely manner.

### 35. SAFETY, SANITARY, AND MEDICAL REQUIREMENTS

- a. Successful Bidder shall at all times conduct all operations under the Contract in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. Successful Bidder shall promptly take all precautions that are necessary and adequate against any conditions, which involve a risk of bodily harm to persons or a risk of damage to any property. Successful Bidder shall continuously inspect all work, materials, and equipment 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 promptly and fully comply with and carry out safety, sanitary and medical requirements as prescribed by Federal, State or local laws or regulations, and the successful Bidder shall take such other measures as may be necessary or required to assure that the safety and health of its employees and Subcontractors and Owner, its representatives and the general public will be safeguarded.
- c. Before starting work, successful Bidder shall have a written Safety Program for the Owner's review and approval. Approval shall not relieve successful Bidder of its responsibility for safety nor shall such approval be construed as limiting in any manner successful Bidder's obligation to undertake any action that may be necessary or required to establish and maintain safe working conditions at the site. Successful Bidder shall promptly comply with any requirement from Owner in connection with safety.

- d. Successful Bidder shall maintain all portions of work in a neat, clean and sanitary condition at all times. Successful Bidder shall assure that Subcontractors of all tiers will, without expense to Owner, comply with the foregoing.
- e. All costs in connection with meeting the requirements of this section shall be borne by Successful Bidder.

36. STANDARDS AND CODES

Wherever reference is made in this Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply unless otherwise expressly stated

37. STATE OF NEVADA LEGAL HOLIDAYS

All bidders are advised that there are eleven (11) legal holidays, except when December 31<sup>st</sup> falls on Friday, and then there are twelve (12) per year.

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Nevada Day
- Veteran's Day
- Thanksgiving Day
- Friday After Thanksgiving (Family Day)
- Christmas Day

38. TERMS & CONDITIONS

Successful Bidder agrees to accept all terms and conditions as described within this bid package. Successful Bidder also recognizes that any agreements or documentation that must be signed by Owner, will only be for the purposes of the successful Bidder's internal initiating process.

Owner will not be liable for successful Bidder's agreement or document content. Owner's terms and conditions shall prevail over all conflicts with the successful Bidder's terms and conditions.

39. 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.

Examples:

Terms of Payment 2 Percent 30 Days.

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

Terms of Payment 0 Percent 30 Days.

No payment discount is offered and payment is due within thirty (30) days of receipt of invoice or delivery of acceptable material or services, whichever is later.

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

**SPECIAL CONDITIONS**  
**BID NO. 11-602037**  
**ANNUAL REQUIREMENTS CONTRACT FOR UPS EQUIPMENT, MAINTENANCE, AND SUPPLIES**

1. WARRANTY

- a. Two (2) year parts and labor, includes on site visit.
- b. Provide 24-hour toll free number while under warranty.
- c. On site service shall be Monday through Friday from 8:00 a.m. – 5:00 p.m. PST.

2. MAINTENANCE

- a. Awarded supplier shall provide full maintenance for purchased units for two (2) years with three (3) one-year renewal options. Maintenance shall include on-site service and all parts and labor. Batteries will not be covered after two (2) years from the purchase date.
- b. Awarded supplier shall train and certify designated airport staff on routine maintenance procedures and have the availability to call upon the supplier for phone support.
- c. System must be capable of on-line and remote diagnostics.

3. OTHER

- a. Training by the supplier or manufacturer shall be provided at no additional cost. Date and time shall be coordinated with OWNER's staff.
- b. Available technical support from supplier's certified and qualified employees.
- c. Awarded supplier must offer latest available technology offered by specified manufacturer.

**TECHNICAL SPECIFICATIONS**  
**BID NO. 11-602037**  
**ANNUAL REQUIREMENTS CONTRACT FOR UPS EQUIPMENT, MAINTENANCE, AND SUPPLIES**

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

INTENT: It is the intent of these specifications to provide UPS Equipment, Maintenance, and Supplies that will conform to the specifications, and be suitable for rugged, continuous use by the Owner. The UPS Equipment, Maintenance, and Supplies offered shall be new, unused, the current production model and conform to the following specifications.

These specifications shall be construed as minimum requirements. Should the manufacturer's current published data or specifications exceed these, they shall be considered as minimum and be furnished by the Bidder.

**BIDDERS MUST RETURN THE ORIGINAL OR A PHOTOCOPY OF THIS FORM AND MAKE AN ENTRY FOR EACH SPECIFICATION IN THE SPACE PROVIDED OPPOSITE THE SPECIFICATIONS, INDICATING ANY VARIANCES IN THE SPECIFICATION. IF THERE IS NOT ENOUGH SPACE, ATTACH AN ADDITIONAL SHEET OF PAPER.**

<u><b>SPECIFICATION NO. 1</b></u>	<u><b>CONFORMANCE</b></u>
Bid Items 1 through 14 – Liebert Corporation Products, No Substitutes.	

CLARK COUNTY, NEVADA

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

**BID FORM  
BID NO. 11-602037  
ANNUAL REQUIREMENTS CONTRACT FOR UPS EQUIPMENT, MAINTENANCE, AND SUPPLIES**

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.

<b>MANUFACTURER: LIEBERT CORPORATION NO SUBSTITUTES</b>				
Item No.	Description	Est. Quantities	Unit Price	Extended Price
1	6KVA UPS GXT3-6000RT208	50	\$	\$
2	Battery Kit GXT3-144BATKIT	50	\$	\$
3	External Maintenance By-Pass Unit PD2-003	25	\$	\$
4	External Maintenance By-Pass Unit PD2-004	25	\$	\$
5	Network Management Interface Card SNMP IS-WEBCARD	65	\$	\$
6	Mounting Kit, Fixed 201193G1L	30	\$	\$
7	Mounting Kit, Sliding RMKIT 18-32	35	\$	\$
8	Installation of 6KVA UPS GXT2-6000RT208 Units	50	\$	\$
9	2KVA UPS GXT3-2000RT120	15	\$	\$
10	Installation of 2KVA UPS GXT3-2000RT120 Units	15	\$	\$
11	External Maintenance By-Pass Unit (MICRO POD) 8 Receptacle MP2-120C	15	\$	\$
12	Annual Preventative Maintenance of 40 Existing 6KVA UPS GXT2-6000RT208 UPS Units	40	\$	\$
13	Annual Preventative Maintenance (Post Warranty) of 6KVA UPS GXT2-6000RT208 UPS Units	50	\$	\$
14	Annual Preventative Maintenance (Post Warranty) of 2KVA UPS GXT3-2000RT120 Units	15	\$	\$
15	Miscellaneous Electrical Equipment and Maintenance			<b>\$ 10,000</b>
<b>Grand Total (Item Nos. 1 – 15)</b>			\$	

Payment Terms: \_\_\_\_\_  
(e.g. 2% Net 30 Days)

**ATTACHMENTS TO BID FORM:**

1. A copy of the product(s) printed specifications, advertising literature or catalogs as applicable, are attached.
2. Attachment 1, Subcontractor Information, is completed and attached.
3. A copy of the product(s) standard warranty is attached.
4. Copies of the Technical Specification pages showing conformance to or variations from the specifications are attached.

The Bidder is responsible to ascertain the number of Addendums issued and hereby acknowledges receipt of the following Addendum(s):

Note: Failure in Addendum acknowledgements may result in bid rejection.

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.**

\_\_\_\_\_  
AUTHORIZED SIGNATURE OF BIDDER

\_\_\_\_\_  
LEGAL NAME OF FIRM

\_\_\_\_\_  
NAME OF BIDDER (PRINT OR TYPE)

\_\_\_\_\_  
PHYSICAL ADDRESS OF FIRM

\_\_\_\_\_  
TITLE (PRINT OR TYPE)

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

\_\_\_\_\_  
PHONE NUMBER OF BIDDER

\_\_\_\_\_  
MAIL/P.O. BOX OF FIRM

\_\_\_\_\_  
FAX NUMBER OF BIDDER

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

\_\_\_\_\_  
TOLL FREE NUMBER OF BIDDER

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

**BUSINESS LICENSE INFORMATION:**

Current State \_\_\_\_\_ License No. \_\_\_\_\_ Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Current County \_\_\_\_\_ License No. \_\_\_\_\_ Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Current City \_\_\_\_\_ License No. \_\_\_\_\_ Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**FOR INFORMATIONAL PURPOSES ONLY:**

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**NAME OF FIRM:** \_\_\_\_\_

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

**ETHNICITY:**  Asian American  African American  Hispanic American  Native American  
 Other: \_\_\_\_\_

**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.

**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.

**ATTACHMENT 1  
BID FORM  
BID NO. 11-602037  
ANNUAL REQUIREMENTS CONTRACT FOR UPS EQUIPMENT, MAINTENANCE, AND SUPPLIES**

**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.

**ATTACHMENT 2  
 BID FORM  
 BID NO. 11-602037  
 ANNUAL REQUIREMENTS CONTRACT FOR UPS EQUIPMENT, MAINTENANCE, AND SUPPLIES**

**INSURANCE REQUIREMENTS**

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

Format/Time: The CONSULTANT/VENDOR/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.

1. Best Key Rating: The Owner requires insurance carriers to maintain during the contract term, a Best Key Rating of A- VIII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
2. Owner Coverage: The Owner, its officers, employees, agents and volunteers must be expressly covered as additional insured's except on workers' compensation **and professional liability** insurance coverage's. The CONSULTANT/VENDOR/CONTRACTOR insurance shall be primary as respects the Owner, its officers, employees, agents, and volunteers.
3. Endorsement/Cancellation: The CONSULTANT/VENDOR/CONTRACTOR general and automobile liability insurance policies shall be endorsed to recognize specifically the CONSULTANT/VENDOR/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.
4. Worker's Compensation: Worker's compensation insurance in accordance with laws of the State of Nevada covering your employees.
5. Employer's Liability: Employer's liability with a minimum limit of \$500,000.
6. 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
7. 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 CONSULTANT/VENDOR/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.
8. 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.
9. 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.

10. 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.
11. Environmental and Clean-up Liability: **Environmental insurance shall not be less than \$1,000,000 aggregate** for the duration of this contract.
12. Failure To Maintain Coverage: If the CONSULTANT/VENDOR/CONTRACTOR fails to maintain any of the insurance coverage's required herein, Owner may withhold payment, order the CONSULTANT/VENDOR/CONTRACTOR to stop the work, declare the CONSULTANT/VENDOR/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 CONSULTANT/VENDOR/CONTRACTOR or deduct the amount paid from any sums due the CONSULTANT/VENDOR/CONTRACTOR under this contract.
13. Damages: The CONSULTANT/VENDOR/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 CONSULTANT/VENDOR/CONTRACTOR, their subcontractors or anyone employed, directed, or supervised by CONSULTANT.
14. Cost: The CONSULTANT/VENDOR/CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).
15. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Department of Aviation, Purchasing, Attention: Senior Financial Office Specialist, 3rd Floor, 5757 Wayne Newton Boulevard, P. O. Box 11005, Las Vegas, NV 89111-1005.
16. 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) Medical Expenses (\$5,000)
  5. Automobile Liability (Any Auto)
    - (A) Policy Number
    - (B) Policy Effective Date
    - (C) Policy Expiration Date
    - (D) Combined Single Limit (\$1,000,000)
  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 3. BEST'S RATING

COMPANY LETTER A **COMPANY'S**

INSURED  
2. NAME, ADDRESS, PHONE & FAX NUMBERS

COMPANY LETTER B **BEST KEY**

COMPANY LETTER C **RATING**

COMPANY LETTER D

COMPANY LETTER E

**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	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY	\$(F) 1,000,000	
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$(G) 1,000,000	
	UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire)	\$(H) 50,000	
	(J) Deductible/Retention				INDEPENDENT CONTRACTOR	MED. EXPENSE (Any one person)	\$(I) 5,000
5.	AUTOMOBILE LIABILITY	(K)	(L)	(M)	COMBINED SINGLE LIMIT	\$(N) 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	SCHEDULED AUTOS				PROPERTY DAMAGE	\$	
	HIRED AUTOS						
	NON-OWNED AUTOS						
	(O)Deductible/Retention						
	EXCESS LIABILITY				EACH OCCURRENCE	\$	
	UMBRELLA FORM				AGGREGATE	\$	
	OTHER THAN UMBRELLA FORM						
6.	<input checked="" type="checkbox"/> WORKER'S COMPENSATION				STATUTORY LIMITS		
					EACH ACCIDENT	\$	
					DISEASEcPOLICY LIMIT	\$	
					DISEASEcEACH EMPLOYEE	\$	
	OTHER PROFESSIONAL LIABILITY						

7. DESCRIPTION: **Bid No. 11-602037 / ARC for UPS Equipment, Maintenance, and Supplies**. 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

CANCELLATION

CLARK COUNTY  
C/O DEPARTMENT OF AVIATION  
PURCHASING  
5757 WAYNE NEWTON BLVD.  
P.O. BOX 11005  
LAS VEGAS, NV 89111-1005

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. Authorized Agent

<b>NAMED INSURED:</b>				
<b>POLICY PERIOD:</b>		<u>TO</u>		<b>ENDORSEMENT EFFECTIVE DATE:</b>
<b>CONTRACT No.</b>	<u>id No. 11-602037</u>	<b>TITLE:</b>	ARC FOR UPS EQUIPMENT, MAINTENANCE, AND SUPPLIES	

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

**ADDITIONAL INSURED:**

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

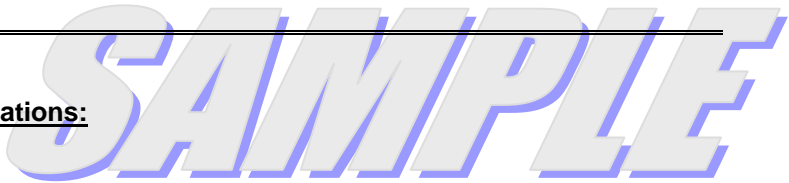
**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

Automobile Liability - (\$1,000,000) Policy No: \_\_\_\_\_  
 General Liability - (\$1,000,000) Policy No.: \_\_\_\_\_

**SCHEDULE (if required)**

**Name of Person or Organization:**

**Locations and Description of Completed Operations:**



(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

**ATTACHMENT 3**

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. 11-602037, entitled ARC for UPS Equipment, Maintenance, and Supplies;
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

## ATTACHMENT 4 DISCLOSURE OF OWNERSHIP / PRINCIPALS

### **Purpose of the Form**

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

### **General Instructions**

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

### **Detailed Instructions**

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

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

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

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

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

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

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

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

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

#### **Small Business Enterprise (SBE):**

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

#### **Nevada Business Enterprise (NBE):**

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

#### **Large Business Enterprise (LBE):**

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

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

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

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

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

#### **For All Contracts –**

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 3 for definition). If **YES**, complete the Disclosure of Relationship Form.

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

- 
- 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, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please disclose on the attached Disclosure of Relationship form.)

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

Signature	Print Name
Title	Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:

<b>NAME OF BUSINESS OWNER/PRINCIPAL</b>	<b>NAME OF COUNTY* EMPLOYEE(S)</b>	<b>RELATIONSHIP TO COUNTY* EMPLOYEE</b>	<b>COUNTY DEPARTMENT</b>

\* 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)