

CLARK COUNTY  
WATER RECLAMATION DISTRICT  
INVITATION TO BID

BID NO. 841-09

Clark County Water Reclamation District (CCWRD) is seeking bids for the procurement of HVAC units for the Operations Control Center (OCC) and the Filter Influent Pump Station (FIPS) Building.

CCWRD will hold a Mandatory Pre-Bid Conference and site visit at 10:00 a.m. P.S.T. on, **March 1, 2010** at 5857 East Flamingo Road, Conference Room 106, Las Vegas, Nevada 89122. The purpose of the Pre-bid Conference is to review the bid document and respond to pertinent questions regarding the Invitation to Bid.

Owner reserves the right to either accept or reject a Bid for all or part of the requirements proposed herein.

Bids will be received at the Security Desk located at the main entrance of the District's Administration Building located at, 5857 East Flamingo Road, Conference Room 106, Las Vegas, Nevada 89122 on, or before **March 9, 2010** Bids submitted must be time-stamped upon receipt no later than 2:00:00 p.m. P.S.T. on the bid opening date. Bids time-stamped after 2:00:00 p.m. will be returned unopened to the Bidder. Bids may not be withdrawn after the bid receipt date.

Invitation to Bid packages are available online at [www.cleanwaterteam.com/bid](http://www.cleanwaterteam.com/bid) or by contacting the CCWRD Purchasing and Contracts Department, Kimberly Torrez at 702-668-8094.

The District desires that Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) have a maximum opportunity to participate in the performance of District projects. MBE and WBE firms are encouraged to bid on District projects.

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Las Vegas Review-Journal

SPECIAL NOTE TO ALL RECIPIENTS OF THIS INVITATION

You have received this Invitation to Bid because you are listed on our mailing list for this item.

If you do not respond it may cause for your firm to be removed from the mailing list for this requirement.

CLARK COUNTY WATER RECLAMATION DISTRICT  
CLARK COUNTY, NEVADA

INVITATION TO BID  
BID NO. 841-09



*The  
"Clean  
Water Team"*

PROCUREMENT OF HVAC UNITS FOR THE  
OCC AND FIPS BUILDINGS

5857 E. FLAMINGO ROAD, LAS VEGAS, NEVADA 89122

GENERAL PROVISIONS  
BID NO. 841-09  
PROCUREMENT OF HVAC UNITS FOR THE  
OCC AND FIPS BUILDINGS

1. INTENT OF INVITATION

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

2. DEFINITIONS

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

The term "BOT" as used throughout this document will mean the Board of Trustees, which is the Governing Body of the Clark County Water Reclamation District.

The term "Purchasing" as used throughout this document will mean the Clark County Water Reclamation District, Purchasing and Contracts Department.

3. REQUEST FOR INFORMATION

Any requests for clarification or additional information regarding the submission of this Invitation to Bid shall be directed in writing by email to:

Kimberly Torrez  
ktorrez@cleanwaterteam.com  
Purchasing and Contracts  
Clark County Water Reclamation District  
5857 East Flamingo Road  
Las Vegas, Nevada 89122  
Phone No. 702-668-8094  
Fax No. 702-668-9090

4. CONTACT WITH OWNER DURING BIDDING PROCESS

Communication between a Bidder and a member of the BOT, 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 its bid being rejected and/or considered for award by the BOT.

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.

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6. SECURITY AND SAFETY

All Bidders will comply with all local, state and national security and safety (OSHA) regulations applicable to the site of the work.

7. BUSINESS LICENSES, PERMITS AND REGISTRATION

Prior to commencing performance under this contract, the successful Bidder shall ensure that it has obtained all required business licenses, permits and registrations required by the city, county, state and federal laws and regulations necessary for the performance of its services under this contract.

8. CERTIFICATION

The successful Bidder represents and warrants that it possesses a valid employer identification number and sufficient amount of Workman's Compensation and Liability Insurance and other required sureties, registrations, or licenses necessary to lawfully perform this contract. Any expenses, penalties, or costs incurred by Owner as a result of the successful Bidder's failure to maintain a valid employer identification number, Workman's Compensation and Liability Insurance or other required sureties, registrations, or licenses, will be reimbursed by the successful Bidder within ten (10) working days of written notice of such expenses, penalties or costs.

9. TAXES

The Owner is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (N.R.S.) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-600-1074). A copy of the tax exempt letter is available by calling our Purchasing and Contracts Department at (702) 434-6611. The price(s) bid must be net, exclusive of these taxes.

10. COLLECTION AND PAYMENT OF SALES TAX

All Bidders are required to possess a sales tax permit and shall collect and pay the taxes defined in N.R.S. Chapters 372 and 374 if they sell tangible personal property in the State of Nevada. Permit application requirements are defined in N.R.S. Chapter(s) 372.123, 372.125 and 274.130. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS

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

12. 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.

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13. ORDER OF PRECEDENCE

In the event of any inconsistency or conflict between or among the provisions of this contract, such inconsistency or conflict shall be resolved by the following descending order of preference:  
Order-specific provisions which are typed or handwritten on the Purchase Order as additions to the pre-printed terms;  
Documents incorporated by reference on the face page(s) of the Purchase Order;  
These terms and conditions of Purchase, supplements, exhibits, tables and appendixes attached thereto;  
Scope of Work; and  
Specifications attached hereto or incorporated by reference.

In cases of ambiguity in the specifications/scope of services required herein, exhibits, appendixes or other documents included and incorporated under this contract, the successful Bidder must, before proceeding, consult the Owner, whose written interpretation shall be final.

14. INDEMNITY

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

15. 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 (Purchasing and Contracts Department) as specified in this bid document. Owner is not bound by any oral representations, clarifications, or changes made in the written requirements and/or specifications by Owner's employees, unless such clarification or change is provided to Bidders in written addendum form.

16. 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 N.R.S. 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.

17. BIDS ARE NOT TO CONTAIN CONFIDENTIAL/PROPRIETARY INFORMATION

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

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18. PREPARATION OF FORMS

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

19. DURATION OF OFFER

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

20. ADDITIONAL BID

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

21. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of the Bidder and the bid number and title. Bidders are requested to submit 1 original and 1 copy of the Bid Form and 1 copy of all requested attachments unless otherwise specified. All copies to be placed in a single sealed envelope. No responsibility will attach to the Owner, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after 2:00:00 p.m. will be returned unopened to the Bidder. **FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.** Bidders and other interested parties are invited to attend the bid opening.

Delivery of bids: HAND DELIVERY, US MAIL, EXPRESS DELIVERY (FEDEX OR UPS).

Clark County Water Reclamation District  
Attn: Finance Department  
5857 East Flamingo Road  
Las Vegas, Nevada 89122  
Bid No.: 841-09  
Bid Name: Procurement of HVAC units for the OCC and FIPS Buildings  
Bid Opening Date: **March 9, 2010** at **2:00:00 p.m.**

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

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22. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to N.R.S. 332.165 any evidences of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

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

23. CONFLICT OF INTEREST

The successful Bidder warrants that, to the best of its knowledge and belief, there are no agreements or affiliation that could give rise to an organizational conflict of interest.

The Bidder agrees that, if after the effective date of this contract, it discovers an organizational conflict of interest with respect to the successful Bidder or the successful Bidder's performance hereunder; it shall make an immediate and full disclosure in writing to Owner. Such disclosure shall include a description of the action that the successful Bidder has taken or proposes to take to avoid, eliminate, or neutralize the conflict. The contract may be terminated by Owner in the event such conflict would not be in the best interest of Owner.

The successful Bidder further agrees that if a conflict of interest is identified prior to the execution of this contract, it will adequately avoid, eliminate, or neutralize the conflict in a manner satisfactory to Owner.

In the event the successful Bidder was aware of an organizational conflict of interest any time prior to or after the execution of this contract and intentionally did not disclose the conflict to Owner, the contract may be terminated for detail, or Owner may invoke such other remedies as may be authorized by law.

24. 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 Specialist in writing, or a bid release form has been properly filled out and submitted to the Purchasing and Contracts Department. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

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

If a Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

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25. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

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

In accordance with N.R.S. 332.065 (3) the Owner may re-award this contract if the successful Bidder is found to be in breach of the contract. Re-awarding the contract by the Owner is not a waiver of any liability of the initial Bidder awarded the contract.

26. REJECTION OF BID

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

27. DISQUALIFICATION OF BIDDERS

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

- Failure to use the specified Bid Form furnished by the Owner.
- Lack of signature by an authorized representative.
- Failure to properly complete the Bid Form.
- Evidence of collusion among Bidders.
- Unauthorized alteration of the Bid form.
- Failure to fill out the Disclosure of Ownership/Principals form if requested.
- Non-responsiveness/responsibility.
- Failure to comply with qualification of Bidders.

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

28. DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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29. TIE-BIDS

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

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

30. PROTESTS – CLARK COUNTY WATER RECLAMATION DISTRICT – (SEE N.R.S. 338.142)

A Bidder who bids on a contract may file a notice of protest regarding the awarding of the contract with the Contracts Administrator within 5 business days after the bid opening date. The notice of protest must include a written statement setting forth with specificity the reasons the Bidder filing the notice believes the applicable provisions of law were violated. A Bidder filing a notice to protest shall be required by the Owner, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this state or submit other security, in a form approved by the Owner, 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 a notice of protest must be in an amount equal to the lesser of:

Twenty-five percent of the total value of the bid submitted by the Bidder filing the notice of protest; or  
Two hundred fifty thousand dollars.

Owner will stay any award actions until after the Contracts Administrator has responded in writing to the protest. If the protestor is not satisfied with the response, protestor may then protest to the Owner BOT, who will render a final decision for the Owner. No bid protests will be heard by the BOT unless the bidder has followed the appeal process.

If the protest is upheld, the bond posted or other security submitted with the notice of protest will be returned to the Bidder who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the Owner 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 will be returned to the protestor who posted the bond or submitted the security.

Owner is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by the protestor in a bid process.

31. USE BY OTHER GOVERNMENT ENTITIES

Nevada Revised Statutes 332.195 states that local governments and the State of Nevada may use the contracts of other local governments within Nevada, if approved by the successful Bidder. The local

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government that originally awarded the contract is not liable for the obligations of the local government which uses the contract.

32. DISCRIMINATION

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

33. 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 N.R.S. 41.0321)

34. AUDITS

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

35. 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.

36. CONTRACTOR NON-COMPLIANCE WITH CONTRACT

Successful Bidder's non-compliance with any requirement, term or condition contained in this contract may result in Owner:

- Terminating this contract, in whole or part, for convenience or cause;
- Withholding payments;
- Initiating suspension or debarment action against the Contractor; and
- Initiating other action, as appropriate.

In addition, successful Bidder non-compliance with any statutory requirement included in this contract, may result in the successful Bidder and its employees and subcontractors being (under national, state and/or local laws, statutes or regulations) fined and/or imprisoned, or incurring other sanctions.

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37. TERMINATION FOR CONVENIENCE

Notwithstanding anything herein to the contrary, in the event that Owner terminates the contract, in whole or in part, at any time, the corresponding portion of this contract may be terminated for convenience by Owner by written notice stating the extent and the effective date, and such termination shall not constitute default. In the event of partial termination, the successful Bidder is not excused from performance of the non-terminated balance of work under the contract. The effective date will be at least thirty (30) days from the receipt of notice unless, an earlier date is mutually agreed upon by the parties.

In the event of termination for convenience by Owner, the successful Bidder shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination. Owner may take immediate possession of all work so performed upon written notice of termination to successful Bidder.

Successful Bidder's obligations, including but not limited to obligations under the warranty, proprietary rights, infringement, and indemnity against claims provisions of this contract, shall survive such termination.

In the event that the Owner elects to terminate the contract, the termination request will be submitted to the BOT (if the total amount is more than \$25,000) or the Purchasing and Contracts Department (if the award amount is \$25,000 or less) for approval.

38. TERMINATION FOR CAUSE

Time is of the essence in performance of services under this contract. Owner may, by written notice of default to the successful Bidder, terminate this contract in whole or in part if the successful Bidder fails to:

Deliver the supplies or to perform the services within the time specified in this contract or any extension, Make progress, so as to endanger performance of this contract, or failure to provide adequate assurance of future performance,

Perform any of the other provisions of this contract, or

Meet its financial obligations to its employees, suppliers, and subcontractors.

Owner's right to terminate this contract under subparagraphs (ii) and (iii) above, may be exercised if the successful Bidder does not initiate and diligently pursue all reasonable efforts to cure such failure within ten (10) days (or more if authorized in writing by Owner Contracts Administrator) after receipt of the notice from Owner specifying the failure.

In the event of partial termination, successful Bidder is not excused from performance of the non-terminated balance of work under the contract.

In the event of successful Bidder's default hereunder, Owner may exercise any or all rights accruing to it, both at law, including without limitation, those set forth in Article 2 of the Uniform Commercial Code, or in equity.

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1. METHOD OF AWARD

Award will be made by the BOT to the lowest responsive and responsible Bidder in aggregate (Bidder must bid on all items) contingent upon the submission of all requested documents after award within the timeliness specified, unless an extension is approved by the Owner. In the event that the total award amount is \$25,000 or less, the Purchasing Department may approve the award.

2. NOTICE OF AWARD

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

3. PRE-BID CONFERENCE

CCWRD will hold a **Mandatory** Pre-Bid Conference at 10:00 a.m. on Monday, March 1, 2010 at 5857 East Flamingo Road, Conference Room 106, Las Vegas, Nevada 89122. The purpose of the Pre-bid Conference is to review the bid document and respond to pertinent questions regarding the Invitation to Bid.

4. INITIAL TERM

The initial term of this contract shall be from date of award through completion of the requirements detailed in the Technical Specifications.

5. CONTRACT EXTENSION

Owner reserves the option to temporarily extend this contract for up to 90 calendar days from its expiration date for any reason.

6. PRODUCTS

The successful Bidder shall guarantee that the mechanical and electrical parts provided to Owner shall be Original Equipment Manufacturer (OEM) 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.

7. POINT OF CONTACT

Owner's Contracts Administrator and/ or Procurement Representative are the only designated point of contacts regarding changes/modifications in work scope and renewal options, payment and price changes.

8. BIDDER'S REPRESENTATION

Each Bidder, by submitting a bid, represents that it has read and understands the bidding documents and that the bid is made in accordance therewith, and that it has obtained all information and responses relevant to the services requested herein 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.

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9. BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Form, all requested attachments, financial information 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 obtained time of bid opening may be cause to reject the entire bid.

10. ADDITIONAL BID SUBMITTALS

Any additional 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 may be cause for rejection.

11. DESCRIPTIVE LITERATURE

Bidder should submit with its bid the latest printed specifications and advertising literature on the product(s) offered on the Bid Form.

12. INSURANCE

The successful Bidder shall carry Commercial General Liability and Automobile Liability Insurance, in the amount off no less than \$1,000,000 per occurrence, and Workers Compensation Insurance limits as specified by Statute during the term of this contract. The successful Bidder shall include the cost of the insurance coverage in its bid price(s). The successful Bidder shall provide the Owner with proof of insurance as upon receipt of the notice to proceed

The successful Bidder shall obtain and maintain for the durations of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite worker's 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 Attachment 2. All Bidders shall include the cost of the insurance coverage in their bid price(s). Owner reserves the right to request additional insurance coverage and amounts when deemed necessary.

13. FISCAL FUNDING OUT

Owner's obligations under this Agreement are expressly subject to appropriation and/or approval of funds by its Board of Trustees. Further, in the event that funds are not appropriated in whole or in part; sufficient for performance of the Owner's obligations under a resulting contract, or appropriated funds may not be expended due to the Board of Trustees spending limitations, then this Agreement shall thereafter become null and void by operation of law, and the Owner shall thereafter have no liability for compensation or damages to the Bidder in excess of the Owner's authorized appropriation for the

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resulting Contract or the applicable spending limit, whichever is less. The Owner shall notify the Bidder as soon as reasonably possible in the event of non-appropriation or in the event a spending limitation becomes applicable.

The funds appropriated for this contract are equal to or exceed the contract amount for the period in which this contract was awarded. For work to be completed in subsequent fiscal years, if any, the Owner will notify the Bidder of the appropriation of funds for such work after the adoption of the Owner's annual appropriation ordinance for those years.

The Bidder and the owner agree and acknowledge as a part of this ITB, that no change order or other form or order or directive may be issued by the Owner which requires additional compensable work to be performed, which work causes the aggregate amount payable under a resulting contract to exceed the amount appropriated for the work requested herein, unless the Bidder has been given a written assurance by the Owner that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in a resulting contract.

#### 14. DELIVERY REQUIREMENT

NOTE: The delivery requirements identified below are only minimal.

a. Notice of Delivery

Owner shall be given a minimum of seven (7) calendar day(s) notice prior to delivery. Notify Bill Bennett, telephone number (702) 668-8307.

b. Location and Hours

Deliveries shall be made to the OWNER'S Warehouse, located at 6000 East Rochelle Ave, Las Vegas, NV 89122, Monday through Friday (excluding Owner's holidays), between the hours of 8:00 a.m. to 3:00 p.m.

c. Maximum Delivery Time

Maximum delivery time is ninety (90) calendar day(s). Failure to offer a delivery time within the maximum number of days specified may be considered a substantial deviation and be cause for rejection. Time is of the essence and failure to meet the delivery time specified shall constitute a breach of contract.

d. Force Majeure

The successful Bidder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing 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. The successful Bidder shall provide Owner satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

e. F.O.B. Destination – Freight Paid

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

f. Partial Shipments

Partial shipments will not be permitted.

g. Failure to Deliver

In the event that the successful Bidder fails to deliver the product and/or service in accordance with the terms and conditions of the contract, the Owner shall have the option to either terminate the contract or temporarily procure the product and/or service are procured from another supplier, the

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successful Bidder shall pay to the Owner any difference between the bid price and the price paid to the other supplier. Refer to Technical Requirements.

h. Damaged or Defective Products

The successful Bidder shall replace, at no cost to the Owner, damaged or defective products within 14 calendar days 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.

i. Manuals and Lists

The successful Bidder shall supply three copy(s) of all applicable manuals one for each unit, shall be submitted to Owner at the time of delivery.

## 15. PURCHASE ORDERS

The Purchasing and Contracts Department will issue a purchase order(s) which will authorize the successful Bidder to deliver and invoice for the product(s) offered, including any renewal options exercised.

## 16. INVOICING

Invoices for bid items are to be sent to the location as identified in the purchase order(s). 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's authorized representative.

All invoices should include the following information:

Company Name;

Complete Address (including street, city, state, and zip code);

Telephone Number;

Contact Person;

Clark County Water Reclamation District **Purchase Order Number**;

Company's Tax Identification Number;

Bid Number and Bid Name;

Itemized description containing details of A/C units and materials, period and location being billed, pricing and total amount due (excluding Sales and Use Tax);

Percentage Discounts/Payment Terms (if offered); and

Company's Invoice Number.

The successful Bidder is responsible to insure that all invoices submitted for payment are completed with the above information and in strict accordance with the price(s) offered on the Bid Form. Owner reserves the right to return invoices "unpaid" with insufficient information. 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.

Submit one (1) copy of the invoices to the District in care of Accounts Payable.

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17. INVOICE AUDITS

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

18. ETHICAL BEHAVIOR

Notwithstanding the successful Bidder's obligation to comply with all requirements, terms and conditions contained in this contract, the successful Bidder is encouraged to conduct an ongoing program to ensure the successful Bidder and its subcontractor employees are aware of, understand and practice ethical behavior and conduct themselves in an unbiased and objective manner. Situations may arise where employees of the successful Bidder or subcontractor employees may review documentation, participate in discussions, and help execute actions or otherwise exert influence on decisions which could involve competitors. In such situations, the employees of the successful bidder and its subcontractor employees shall refrain from making any statement or taking action which could be construed as demonstrating bias against a competitor.

19. PRICING

Successful Bidder represents and warrants to Owner that prices offered fairly reflect market cost savings resulting from this Agreement and that such prices or discounts are reasonably available to all other purchasers of services of like grade, quality, and quantity.

20. COMPLIANCE WITH LAW

Successful Bidder warrants that the materials to be furnished and the services to be rendered under this contract shall be manufactured, sold, used and rendered in compliance with all relevant federal, state, local law, orders, rules, ordinances, and regulations and in compliance with applicable international prohibitions on child labor. Successful Bidder certifies that with respect to the production of the articles and/or the performance of the services covered by this contract, it has fully complied with Sections, 6, 7, 12 and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof, if applicable.

Successful Bidder warrants that all equipment and materials delivered under this contract are in accordance with the latest OSHA requirements.

Successful Bidder warrants that in the performance of this contract, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations, and

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Successful Bidder further agrees to save Owner harmless from any loss, damage, fine, penalty, or expense whatsoever that Owner may suffer as a result of Contractor's failure to comply with this warranty. The foregoing is in addition to and not in mitigation of any other requirements of this contract.

21. OPERATIONAL SYSTEMS

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

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

23. REPLACEMENT PARTS

All major component replacement parts shall be readily available from suppliers within 7 calendar days.

24. BRAND NAMES "OR EQUAL"

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

25. SUBSTITUTIONS

Owner reserves the right to except, reject, modify or change any substitutions. Specifications are intended to show kind and quality required and are not intended to be restrictive. **Additional bids that are equal to, or exceed the requirements stated in this document are invited.** Bidders desiring to submit more than one bid for items other than those specified shall observe the following procedure:

Submit with the bid complete manufacturer's brochures of the actual items being offered, including pictures and/or dimensional drawings.

Proof, satisfactory to Owner, must be provided by Bidder to show that the product is equal to, or exceeds the bid specifications in design and performance.  
Equivalent items may be subject to performance testing.

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26. WARRANTY

The successful Bidder shall guarantee all workmanship, materials, and equipment it has furnished for a minimum period of one (1) year after the final acceptance of the equipment and/or materials; and, 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 result of this defective equipment or workmanship.

27. 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%, 14 Calendar Days.

A 2% payment discount will be deducted from the purchase price if the invoice is paid within 14 calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.

Terms of Payment: 0%, 30 Calendar Days.

No payment discount is offered and payment is due within 30 calendar days of receipt of invoice or delivery of an acceptable product and/or service, 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 14 calendar days or more.

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1. General - procurement of two (2) HVAC units for the OCC building
  - a. Summary

These specifications describe requirements for an environmental control system. The system shall be designed to control temperature and relative humidity conditions within the room. The contractor awarded the project will supply complete project drawings. The manufacturer shall design and furnish all equipment in the quantities and configurations shown on the project drawings. System shall be supplied with ETL and CSA (NRTL) listing according to UL 1995.
  - b. Design Requirements

The environmental control system shall be a combination chilled water/refrigeration system design. The refrigeration system shall be split, with the compressor located in a remote condensing unit. The evaporator section shall be designed for ceiling installation. Condensing units shall be designed for outdoor installation. The system shall have a total cooling capacity of 100,200 BTU/hr (kW), and a sensible cooling capacity of 80,500 BTU/ hr (kW), based on the entering air condition of 80° F (°C) dry bulb, and 50%RH. The unit is to be supplied for operation on whatever voltage and phasing is readily available from distribution panels or motor control centers available inside the Operations Control Center (OCC).
  - c. Submittals

Submittals shall be provided after acceptance of the proposal and shall include: Single-Line Diagrams; Dimensional, Electrical, and Capacity data; Piping and Electrical Connection Drawings.
  - d. Quality Assurance

The specified system shall be factory tested before shipment. Testing shall include, but shall not be limited to: Quality Control Checks, “HiPot” Test (two times rated voltage plus 1000 volts, per NRTL agency requirements), and Metering Calibration Tests. The system shall be designed and manufactured according to world class quality standards. The manufacturer shall be ISO 9001 certified.
2. Product
  - a. Standard Features
    - 1) Evaporator Cabinet Construction

The cabinet and chassis shall be constructed of heavy gauge galvanized steel, and shall be serviceable from one side. Mounting brackets shall be factory attached to the cabinet.
    - 2) Air Distribution

The fan shall be the belt-drive, centrifugal type, double width, double inlet. The shaft shall be heavy-duty steel with self-aligning ball bearings with minimum life of 100,000 hours. The fan motor shall be 1750 rpm (1450 rpm @ 50hz) and mounted on an adjustable base. The drive package shall be equipped with an adjustable motor pulley. The fan/motor assembly shall be mounted on vibration isolators. The evaporator system shall be capable of delivering 3750 CFM (CMH) at 0.5 inches (mm) of external static pressure. The fan motor shall be 2 HP (W). System shall be suitable for ducted air distribution.

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3) Microprocessor Control

The control system shall be microprocessor based. The wall-mounted control enclosure shall include a 2-line by 16-character LCD display providing continuous display of operating status and alarm condition. A 7-key membrane keypad for setpoint/program control and unit on/off shall be located below the display. The control shall be capable of displaying values in °F or °C. The microprocessor shall provide 3 stages of cooling by cycling the 3-ton compressor, 5-ton compressor and then both compressors. The microprocessor shall determine the optimal stage to run based on historical run data. Temperature and humidity sensors shall be located in the wall box, which shall be capable of being located up to 300 ft (91.4m) from the evaporator unit.

a) Monitoring

The LCD display shall provide on/off indication, operating mode indication (cooling, heating, humidifying, dehumidifying) and current day, time, temperature and humidity (if applicable) indication. The monitoring system shall be capable of relaying unit operating parameters and alarms via LonTalk monitoring system.

b) Control Setpoint Parameters

- Temp. Setpoint 65-85 °F (18 to 29 °C)
- Temp. Sensitivity 1 to 9.9 °F (1 to 5 °C)
- Humidity Setpoint 20-80% RH
- Humidity Sensitivity 1 to 30% RH

c) Unit Controls

i. Compressor Short-Cycle Control

The control system shall prevent compressor short-cycling by a 3 minute timer from compressor stop to the next start.

ii. Remote On/Off

One (1) pair of terminals shall be provided for remote on/off control. The unit shall be shut down by opening a set of contacts across the terminals.

iii. Sensor Calibration

The control shall include the capabilities to calibrate the temperature and humidity sensors and adjust the sensor response delay time from 1 to 90 seconds.

iv. System Auto Restart

For start-up after power failure, the system shall provide automatic restart with a programmable (up to 9.9 minutes in 6-second increments) time delay.

Programming can be performed either at the wall mounted controller or from the central site monitoring system utilizing the LonTalk protocol.

4) Alarms

a) Unit Alarm

The control system shall monitor unit operation and activate an audible and visual alarm in the event of the following factory preset alarm conditions:

- High Temperature
- Low Temperature
- High Humidity
- Low Humidity
- High Water Alarm - Lockout Unit Operation

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- High Head Pressure #1 and #2
- Loss of Power
- Compressor Short Cycle #1 and #2
- Humidifier Problem
- Filter Clog

b) Custom Alarms (3x)

- Smoke Detected
- Standby Unit On
- Water Flow Loss
- Standby GC Pump
- Custom 1
- Custom 2
- Custom 3

User customized text can be entered for the three (3) custom alarms. Fan Failure alarm will utilize any available custom alarms.

c) Alarm Controls

Each alarm (unit and custom) shall be individually enabled or disabled (except for high head pressure and high water in condensate pan).

d) Audible Alarm

The audible alarm shall annunciate any alarm that is enabled by the operator.

e) Common Alarm

A programmable common alarm relay shall be provided to interface user selected alarms with a remote alarm device. Alarms shall be enabled or disabled from reporting to the common alarm.

f) Remote Monitoring

All alarms shall be communicated to the site monitoring system with the following information: date and time of occurrence, unit number, and present temperature and humidity.

5) Direct Expansion System Evaporator Components

a) Direct Expansion Coil

The evaporator section shall include evaporator coil, thermostatic expansion valves, and filter driers. The evaporator coil shall have two circuits, minimum 7.6 sq.ft. (0.71 sq.m) face area, 4 rows deep, constructed of copper tubes and aluminum fins, and have a maximum face velocity of 491 ft. per minute (m/s) at 3750 CFM (CMH). Externally equalized thermostatic expansion valves shall control refrigerant flow. The coil shall be provided with a stainless steel drain pan, with an internally trapped drain line. The evaporator drain pan shall include a factory installed float switch to shutdown the evaporator upon high water condition.

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6) Outdoor Air-Cooled Prop Fan Condensing Unit

The condenser coil shall be constructed of copper tubes and aluminum fins with a direct-drive propeller-type fan, and shall include a 3-ton scroll compressor, 5-ton scroll compressor, high-pressure switches, refrigerant receivers, head pressure control valves, and liquid line solenoid valves. All components shall be factory assembled, charged with R-407C refrigerant and sealed. No internal piping, brazing, dehydration, or charging shall be required. Condensing unit shall be designed for 105 °F (35 °C) ambient and be capable of operation to -30 °F (-34.4 °C). (Option) Hot gas bypass shall be provided for each circuit to reduce compressor cycling and optimize performance under low load conditions.

b. Factory Installed Options

1) Steam Generating Humidifier

The environmental control system shall be equipped with a steam generating humidifier that is controlled by the microprocessor control system. It shall be complete with disposable canister, all supply and drain valves, steam distributor, and electronic controls. The need to change canister shall be annunciated on the microprocessor wallbox control panel. The humidifier shall have a capacity of 10 lbs./hr. (kg/h). An LED light on the humidifier assembly shall indicate cylinder full, over-current detection, fill system fault, and end of cylinder life conditions.

2) SCR Electric Reheat

The electric reheat shall be low-watt density, 304/304 stainless steel, finned tubular and shall be capable of maintaining room dry bulb conditions when the system is calling for dehumidification. The reheat section shall include an NRTL approved safety switch to protect the system from overheating. The SCR (Silicon Controlled Rectifier) controller shall proportionally control the reheat elements to maintain the selected room temperature. The rapid cycling made possible by the SCR controller provides precise temperature control, and the more constant element temperature improves heater life. The unit microprocessor control shall operate the SCR controller, while cooling is locked on. The capacity of the reheat coils shall be 56,300 BTU/HR (kW).

3) Disconnect Switch, Non-Locking

The non-automatic, non-locking, molded case circuit breaker shall be factory mounted in the high voltage section of the electrical panel. The switch shall be accessible from the front of the unit.

4) Firestat

The firestat shall immediately shut down the system when high temperatures are detected. The firestat shall be mounted with the sensing element in the return air.

5) Smoke Detector

The smoke detector shall immediately shut down the environmental control system and activate the alarm system when activated. The sensing element shall be located in the return air compartment.

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- 6) Filter Clog  
The filter clog switch shall activate the audible and visual alarm on the wallbox when filter pressure drop exceeds an adjustable setpoint.
  - 7) Free-Cooling  
A secondary cooling coil shall be integral to the evaporator cabinet, and shall be constructed of copper tubes and aluminum fins. The coil shall be rated at 105,000 BTU/HR (kW) total cooling capacity with a 45°F (22°C) inlet temp. The coil shall require 24 GPM minimum and the total unit pressure drop shall not exceed 31 feet of water when in the free cooling mode. Free-cooling shall be activated when the inlet coolant temperature is low enough to provide cooling, and shall include factory piped three-way valves. The secondary coil shall provide full cooling capacity when the entering fluid temperature is 45°F.
- c. Ship-Loose Accessories
- 1) Remote Sensors  
The unit shall be supplied with remote temperature and humidity sensors. The sensors shall be connected to the unit by a shielded cable.
  - 2) Air Filter Box  
The evaporator section shall be supplied with an air filter box for use with ducted installations. Two (2) filters shall be included 4" x 20" x 25" (102 mm x 508mm x 635mm) each, pleated type, with a minimum efficiency of 30%, based on ASHRAE 52.1.
  - 3) Condensate Pump  
The condensate pump shall have the minimum capacity of 25 GPH at 15 ft. head. It shall be complete with integral float switch, pump, motor assembly, and reservoir. A secondary float switch shall be provided to permit field wiring to the unit control to shutdown the evaporator upon a high water level condition.
  - 4) Refrigerant Line Sweat Adapter Kit  
Provide a sweat adapter kit to permit field brazing of refrigerant line connections.
  - 5) Single Point Power Kit  
A single point power kit shall be provided for a close-coupled system to allow a single electrical power feed to supply power to both the evaporator and indoor close-coupled (attached) condensing unit.
3. Execution
- a. Installation of Air Conditioning Units
    - 1) General  
Disconnect and remove old condensing units, fan coils, and line-sets. Install air conditioning units in accordance with manufacturer's installation instructions. Install unit plumb and level, firmly anchored to support the unit weights in location indicated, and maintain manufacturer's recommended clearances. Provide any new connection hardware, sheet metal transitions, fasteners, sealants, stands or framework, plumbing and drains, and electrical devices to make the installation as new. No parts or supplies to execute the work will be provided by the District. This includes any equipment or rented items required to

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remove and set units such as cranes, jacks, and boom lifts. Remove and discard old units and associated debris created in the process of performing the job to an offsite location. Work area shall be left clean. All work shall be performed according to applicable international, mechanical NFPA codes, laws, ordinances, or other mandates currently adopted by Clark County. The bidder is required to apply for and obtain any required permitting for the lawful execution of work related to this job. All work shall be required to be performed using techniques, methods, and materials of high quality and workmanship and shall be of advanced journeyman grade.

2) Electrical Wiring

Install and connect electrical devices furnished by manufacturer but not specified to be factory mounted. Furnish copy of manufacturer's electrical connection diagram submittal to electrical contractor. Install and wire per local and national codes.

3) Piping Connections

Install and connect devices furnished by manufacturer but not specified to be factory mounted. Furnish copy of manufacturer's piping connection diagram submittal to piping contractor.

4) Supply and Drain Water Piping

Connect water supply and drains to air conditioning unit. Unit drain shall be trapped internally, and shall not be trapped externally.

5) Supply Temporary Cooling

Temporary A/C shall be provided by installer. This A/C shall be in place and running before any removal work begins and will maintain the temperature inside the OCC computer room between 68 °F and 72 °F until final sign off by district personnel.

6) Power Distribution

At no time will any electrical outlets inside the OCC computer room be utilized by the contractor. Electrical outlets are available in the hallway and adjacent rooms.

7) Field Quality Control

Start up air conditioning unit in accordance with manufacturer's start up instructions. Test controls and demonstrate compliance of unit requirements with CCWRD personnel present to verify.

4. General – FIPS A/C Unit

a. Summary

This scope of work describes the essential requirements of the project- additional details to allow for measuring and bid take off will be available for each prospective bidder during a field site visit during the pre bidding stage. The overall goal of the project is to replace two A/C Heat Pumps located on the roof of the FIPS facility at CCWRD, located at 6000 East Rochelle Ave., 89122. All equipment shall be the manufacturer's most current, high efficiency rated product and utilize the long term replacement refrigerant R410A (or equivalent).

5. Execution

a. Installation of Air Conditioning Units

1) Disconnect and remove old units

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- a) Set and connect new units. Provide any new connection hardware, sheet metal transitions, fasteners, sealants, stands or framework, plumbing and drains, or electrical devices to make the installation as new. No parts or supplies to execute the work will be provided by the District. This includes any equipment or rented items required to remove and set units such as cranes, jacks, and boom lifts.
- b) Run test new units with District HVAC staff present to witness verify sufficient performance and satisfactory adherence to job scope requirements.
- c) Remove and discard old units and associated debris created in the process of performing the job to an offsite location. Work area shall be left clean.
- d) All work shall be performed according to applicable international, mechanical NFPA codes, laws, ordinances, or other mandates currently adopted by Clark County. The bidder is required to apply for and obtain any required permitting for the lawful execution of work related to this job.
- e) All work shall be required to be performed using techniques, methods, and materials of high quality and workmanship shall be of advanced journeyman grade.

6. Product

a. Standard Features

The units currently existing to be replaced are:

Unit designation 1-RT-1, Carrier model 50 HJ-008---521—and serial 0801G34348

Unit designation 1-RT-2, Carrier model 50 HJ-008---521—and serial 1001G34408

- b. Acceptable brands/series of replacement units, Trane, Carrier, York
- c. The new units will be standard package type, down flow curb mount. The new units shall have a total cooling capacity of 120,000 BTU/hr (kW) pr 10 ton rating.
- d. All ductwork shall be of minimum 26 gauge galvanized sheet metal, joints sealed with elastomeric duct coating, and weather resistant insulated. All exposed bare metal shall be primed and painted with industrial grade corrosion resistant enamel in a color hue most closely matching the color of the newly installed units.
- e. A new electrical disconnect and liquid tight flexible conduit providing power to each unit shall be installed.
- f. New digital programmable thermostats and control wiring shall be furnished and installed.
- g. The new units will have factory supplied or after market low ambient/low load options installed. This includes, but is not limited to, condenser fan speed controls and hot gas bypass.
- h. All units being replaced will have a minimum SEER 13 energy efficiency rating.

**BID FORM**  
**BID NO. 841-09**  
**PROCUREMENT OF HVAC UNITS FOR THE**  
**OCC AND FIPS BUILDINGS**

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

BID ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	EXTENDED PRICE
1	OCC computer room HVAC units  Manufacturer: _____  Stock/Model No.: _____	2	each	\$ _____	\$ _____
2	10 ton heat pump, 208/230 volt, 3 phase  Manufacturer: _____  Stock/Model No.: _____	2	each	\$ _____	\$ _____
3	Perform all General Requirement under the Technical Specifications section.  Removal of four (4) old units and installation of four (4) new units and all other requirement in the General Requirements section.	2	each	\$ _____	\$ _____

**GRAND TOTAL: \$ \_\_\_\_\_**

**DELIVERY: \_\_\_\_\_ calendar days (Maximum)      TERMS OF PAYMENT \_\_\_\_\_%, \_\_\_\_\_ calendar days.**

BID FORM  
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**ATTACHMENTS TO BID FORM**

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 Addenda issued and hereby acknowledges receipt of the following Addendum:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_  
DATE

ATTACHMENT 1  
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SUBCONTRACTOR INFORMATION

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

Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE         WBE         PBE         SBE         NBE

Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE         WBE         PBE         SBE         NBE

Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE         WBE         PBE         SBE         NBE

Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE         WBE         PBE         SBE         NBE

Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE         WBE         PBE         SBE         NBE

Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE         WBE         PBE         SBE         NBE

Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE         WBE         PBE         SBE         NBE

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

ATTACHMENT 2  
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PROCUREMENT OF HVAC UNITS FOR THE  
OCC AND FIPS BUILDINGS

## INSURANCE REQUIREMENTS

To ensure compliance with the bid document, bidders should forward the following insurance clause and sample insurance form to their insurance agent prior to bid submittal.

- FORMAT / TIME

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

- BEST KEY RATING

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

- OWNER COVERAGE

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

- ENDORSEMENT / CANCELLATION

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

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- 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.

- AGGREGATE LIMITS

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

- COMMERCIAL GENERAL LIABILITY

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

- AUTOMOBILE LIABILITY

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

- ~~PROFESSIONAL LIABILITY~~

~~The successful Bidder shall maintain limits of no 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.~~

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- WORKERS' COMPENSATION

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

- FAILURE TO MAINTAIN COVERAGE

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

- ADDITIONAL INSURANCE

Except as specifically set forth herein, the insurance requirement specified herein do not relieve the successful Bidder of its responsibility nor limit the amount of its liability to Owner or other persons and the successful Bidder is encouraged to purchase such additional insurance as it deems necessary.

- DAMAGES

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

- COST

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

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- INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Clark County Water Reclamation District, Purchasing and Contracts Division, Attention: Insurance Coordinator. See the “Submission of Bids” clause in the General Provisions for the appropriate mailing address.

- INSURANCE FORM INSTRUCTIONS

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

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

Successful Bidder’s name, complete address, phone and fax numbers.

Insurance Company’s BEST KEY RATING

Commercial General Liability (Per Occurrence)

Policy Number

Policy Effective Date

Policy Expiration Date

General Aggregate (\$2,000,000)

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

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

Each Occurrence (\$1,000,000)

Fire Damage (\$50,000)

Medical Expenses (\$5,000)

Deductible (\$25,000)

Automobile Liability (Any Auto)

Policy Number

Policy Effective Date

Policy Expiration Date

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

Worker’s Compensation

Description

Bid Number and Name of Contract (must be identified on the initial insurance form and each renewal form).

Certificate Holder

Clark County Water Reclamation District

c/o Purchasing and Contracts Division

5857 East Flamingo Road

Las Vegas, Nevada 89122

The Certificate Holder is named as an additional insured.

Nevada Resident Agent Signature

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**CLARK COUNTY CERTIFICATE OF INSURANCE**

<b>PRODUCER</b> <b>1. INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE &amp; FAX NUMBERS</b>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	<b>COMPANIES AFFORDING COVERAGE</b>
	COMPANY A LETTER →

<b>INSURED</b> <b>a. SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE &amp; FAX NUMBERS</b>	COMPANY B LETTER → COMPANY C LETTER → COMPANY D LETTER → COMPANY E LETTER →
--	--

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

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

7. **DESCRIPTION OF BID: BID NO:** Naming Clark County Water Reclamation District as additionally insured.

<b>8. CERTIFICATE HOLDER</b>  CLARK COUNTY WATER RECLAMATION DISTRICT C/O PURCHASING AND CONTRACTS DEPARTMENT 5857 E FLAMINGO ROAD LAS VEGAS, NV 89122 <b>The Certificate Holder is named as an additional insured.</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,  <b>9. NEVADA RESIDENT AGENT (N.R.S. 680A.300)</b>
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ATTACHMENT 3  
BID NO. 841-09  
PROCUREMENT OF HVAC UNITS FOR THE  
OCC AND FIPS BUILDINGS

**AFFIDAVIT**

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

2. I am a Sole Proprietor;
3. I will not use the services of any employees in the performance of this contract, identified as Bid No. 841-09, entitled procurement of HVAC units for the OCC and FIPS Buildings.
4. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
5. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature

State of Nevada        )  
                          )ss.  
County of Clark        )

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

Notary Signature

STAMP AND SEAL

ATTACHMENT 4  
BID NO. 841-09  
PROCUREMENT OF HVAC UNITS FOR THE  
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**INSTRUCTIONS FOR COMPLETING THE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

**Small Business Enterprise (SBE):**

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

**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):**

ATTACHMENT 3  
BID NO. 841-09  
PROCUREMENT OF HVAC UNITS FOR THE  
OCC AND FIPS BUILDINGS

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.)

**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

2. 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.)

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:

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

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

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

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