INVITATION TO BID # 10-0490
COLLEGE OF SOUTHERN NEVADA
Department of Purchasing
3200 E. Cheyenne Avenue - J1C
North Las Vegas, Nevada 89030-4296
(702) 651-4766

The College of Southern Nevada, Purchasing Department, is seeking bids for:

**INSPECTION, MAINTENANCE, AND SERVICING OF ELEVATORS**
**AWARD SHALL BE ON AN ALL OR NOTHING BASIS**

Sealed bids in single copy subject to the conditions herein stipulated and in accordance with the specifications herein set forth and/or attached hereto, shall be accepted in the Purchasing Department of the College of Southern Nevada, Financial/Budget Services Building, 3200 E. Cheyenne Avenue, North Las Vegas, Nevada 89030-4296, until **May 24, 2010 at 2:00 P.M.**, and then publicly opened for furnishing the above services.

Any Question regarding preparation of submittal of this bid shall be in writing and mailed, hand delivered, emailed or faxed by **May 20, 2010, 2:00 PM Pacific Time** to:

Sally Seifert, Buyer III
College of Southern Nevada
Financial Services Department
3200 E. Cheyenne Ave.
N Las Vegas, NV 89030
sally.seifert@csn.edu
Phone: 702-651-4766
Fax: 702-651-4962

Addenda will be issued for any matters regarding submittal of bid or technical issues that will affect all bidders. The College of Southern Nevada reserves the right to waive informalities or reject any or all bids.

**FAXED OR EMAILED BID RESPONSES ARE NOT ACCEPTABLE**

**BID SUBMITTED BY:**

Company Name: _____________________________________________

Address: __________________________________________________

Cty: ____________________________ State: ________ Zip: _________

Phone: _______________________ Fax: ___________________ Fed. Tax #: ______________________

Email address: ___________________________________________

License Numbers: _________________________________________

Authorized Representative. (Please type or print.) ________________________________

Signature: ______________________________________________ Date: ___________________

INITIALED BY: _______
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INTRODUCTION

Each bid response must include a list of three current customers for which you inspect and maintain elevators, escalators or similar equipment. A person to contact at each customer and their phone number is also required.

Bids shall be on forms furnished by the College and shall be delivered in sealed envelopes properly addressed, College of Southern Nevada, Attn: Sally Seifert, Purchasing Department, Financial Services Building, 3200 East Cheyenne Avenue, North Las Vegas, NV 89030-4296. The envelope shall be marked Bid Number 10-0490

The successful Bidder will be awarded a contract with an initial term of two years. Based upon mutual agreement of the parties the contract may be extended for three (3), additional one-year periods, for a maximum contract length of five years.

Persons or firms submitting a bid to provide this service are certifying that they have had no contact with an employee or member of the College of Southern Nevada in any manner which would give that company or person submitting a bid, any advantage over any other company or person submitting a bid. Employees and members of the College of Southern Nevada shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. Bidders are notified that the College reserves the right to reject any and all bids or any part of the bid.

Questions of any nature concerning this bid shall be in writing and mailed, emailed or faxed to the number noted below, so as to arrive no later than 1 PM on.

Questions:

Sally Seifert, Buyer III
sally.seifert@csn.edu
Purchasing Department
College of Southern Nevada

3200 E. Cheyenne Ave. - J1C
North Las Vegas, NV 89030
Phone (702) 651-4766
Fax (702) 651 4962

Site Visits: (Call for an appointment during normal working hours)

Luis Tristan (702) 651-4857
Director of Construction
OVERVIEW

The successful Bidder will be required to furnish all parts, materials, chemicals, tools, equipment, transportation, labor, insurance, and supervision required to inspect, maintain and repair all elevators, escalators, dumbwaiters, wheelchair lifts, dock lifts, and stage elevators for the College of Southern Nevada.

Bidder shall supply trained, qualified, and technically skilled journeymen directly employed and supervised by Bidder. All supervision, installed repair parts, consumable materials, equipment, tools, and each and every item of expense necessary for elevator maintenance, including all Preventive maintenance, repairs, or parts and trouble call service shall be herein called the “Work”.

CONTRACT PERIOD:
The initial term of the Contract will be two years. Based upon mutual agreement of the parties the contract may be extended for three (3), one-year periods, for a maximum contract length of five (5) years.

BID PREPARATION AND SUBMISSION:
Bids are to be submitted on the bid form provided or copies thereof and must be filled out in ink or typewritten and manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the bid. Bidders shall include with their bid forms the necessary documents or attachments as required under this bid.

GO GREEN:
In an effort to help preserve the environment & reduce both Vendor & CSN costs, CSN is asking that all submittals be packaged utilizing only standard 8.5”x11” paper bound together either by staple, rubber band, or standard binder clips, omitting the use of 3 hole binders or other non-recyclable packaging. All submittals must be in a “sealed” marked envelope with bid number, vendor name, and bid closing date (submittals that are not packaged as requested will be accepted; alternate packaging will not be a deciding factor in bid award).

REJECTION OF BIDS:
The College of Southern Nevada reserves the right to reject any and all bids in whole or in part, and to waive minor irregularities and omissions, whereby the best interests of the College of Southern Nevada would be served. The College of Southern Nevada also reserves the right to reject any and all bids from any bidder who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.

PRICES:
Bidder agrees that prices shall remain firm for the initial period of the contract. The Purchasing Department will consider price increases for the additional years of the Contract, on the contract anniversary only, or on an individual item basis if the Bidder can furnish documentary proof that their cost has increased on a specific item.

INDEMNITY
To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the College of Southern Nevada shall indemnify, defend, and hold harmless (name of contractor) from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the College of Southern Nevada or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement, the College of Southern Nevada will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnify actions. The Colleges of Southern Nevada’s indemnify obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to $75,000.00 per cause of action.
(Contracting party) shall indemnify, defend, and hold harmless NSHE, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by (Contracting party) or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.

INSURANCE: Contractor shall, at Contractor’s sole expense, procure, maintain, and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein otherwise agreed to by the Board of Regents, Nevada System of Higher Education the required insurance shall be in effect on or prior to the commencement of work by Contractor and shall continue in force as appropriate until the later of:

a. Final acceptance by the Board of Regents, Nevada System of Higher Education of the completion of this contract; or

b. Such time as the insurance is no longer required by the Board of Regents, Nevada System of Higher Education under the terms of this contract.

Any insurance or self-insurance available to the Board of Regents, Nevada System of Higher Education shall be in excess of and non-contributing with any insurance required from Contractor. Contractor’s insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the College of Southern Nevada, Contractor shall provide the College of Southern Nevada with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the College of Southern Nevada and immediately replace such insurance or bond with insurance or bond meeting the contract’s requirements.

Workers’ Compensation and Employer’s Liability Insurance

Contractor shall provide proof of workers’ compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616-D and all other related chapters, is not required.

Commercial General Liability Insurance

a. Minimum limits required:
   $1,000,000 General Aggregate
   $1,000,000 Products & Completed Operations Aggregate
   $1,000,000 Personal and Advertising Injury
   $1,000,000 Each Occurrence

b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under Contract.

Business Automobile Liability Insurance

a. Minimum limit required: $1,000,000 combined single limit per occurrence for bodily injury and property damage.

b. Coverage shall include owned, non-owned, and hired vehicles.

c. Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

Professional Liability/Errors & Omissions Insurance
Professional liability Insurance is required only if the Contractor is performing work of a professional nature:

a. Minimum limit required: $1,000,000 per Claim  
b. Minimum limit required $3,000,000 Annual Aggregate  
c. Retroactive date: Prior to commencement of the performance of this contract.  
d. Discovery Period: Three (3) years after termination date of contract.  
e. A certified copy of this policy is required.

Umbrella or Excess Liability Insurance

a. May be used to achieve the above minimum liability limits.  
b. Shall be endorsed to state it is "As Broad as Primary Policies".

General Requirements

a. Additional Insured: By endorsement to all liability policies, the Board of Regents, Nevada System of Higher Education shall be named as additional insured for all liability arising from the contract.  
b. Waiver of Subrogation: Each liability insurance policy shall provide for waiver of subrogation against the Board of Regents, Nevada System of Higher Education.  
c. Cross-Liability: All required liability policies shall provide cross-liability coverage.  
d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the College of Southern Nevada. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000.00 per occurrence, unless otherwise approved by the NSHE’s Risk Manager.

e. Approved Insurer: Each insurance policy shall be:

1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and  
2) Currently rated A.M. Best as “A - IX” or better.

Evidence of Insurance

Prior to the start of any work, Contractor must provide the following documents to the College of Southern Nevada:

a. Certificate of Insurance: The accord 25 Certification of Insurance form or a form substantially similar must be submitted to the College of Southern Nevada to evidence the insurance policies and coverage’s required of Contractor.  
b. Additional Insured Endorsement: An original Additional Insured Endorsement (ISO form CG20 10 11 85), signed by an authorized insurance company representative, must be submitted to the College of Southern Nevada, by attachment to the Certificate of Insurance, to evidence the endorsement of the Board of Regents, Nevada System of Higher Education as additional insured.  
c. Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to the College of Southern Nevada, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein. A copy of this signed endorsement must be attached to the Certificate of Insurance.
AWARD OF CONTRACT:
Award shall be made to the lowest responsive and responsible bidder, judged on the basis of
price, conformance to specifications, bidders qualifications, past performance, quality and utility of
services, supplies, materials or equipment being offered and their adaptability to the required
purpose, all in the best interests of the requesting department and the College of Southern
Nevada, each of such factors being considered.

In determining the bidder's responsibility, consideration shall be given to bidder’s possession of
and limit on, any required license, experience, adequacy of equipment and qualified manpower,
financial responsibility, and ability of the bidder to complete performance as required.

CONTRACT TERMINATION:
CSN reserves the right to immediately terminate the contract for cause.

This Contract may be terminated by CSN, for its convenience, upon thirty-(30) day’s written
notice.

Billing/Invoicing for services provided
All billing/invoicing for services by the Contractor must contain the following information in order
for any such billing/invoicing to be honored by CSN:

- Printed First and Last Name of CSN employee placing & authorizing the order.
- Signature Block for said employee, to verify that the billed/invoiced services were
  received.
- If services are related to a specific Bid and/or Purchase Order, that Bid and/or Purchase
  Order must be identified.
- The specific Campus, Building, Car number at which the work was performed.
- The date the service was performed and/or received.
- If appropriate, a list of specific equipment used to perform the contracted service, the
dates said equipment was used, and the rate i.e., hourly, daily, weekly, monthly, etc., at
which the equipment is being charged.
- Signed service tickets must be submitted with all invoices.

ASSIGNMENT:
Any contract issued from this bid may not be assigned or subcontracted in part or in whole
without express written approval of the Director of Purchasing, College of Southern Nevada.

MODIFICATION OF CONTRACT:
Any modification of the terms and conditions of the contract shall be made only by written mutual
agreement of both parties.

AFFIRMATIVE ACTION EMPLOYER/EQUAL OPPORTUNITY:
All bidders by signing this bid certify that they are an Equal Opportunity Affirmative Action
Employer, M/F, unless otherwise stated. Vendors are required to comply with all OSHA, EPA,
ADA and other relevant state and federal standards, codes and regulations that may apply.
O.S.H.A. STANDARDS:
Prospective bidders, by signing the bid, signify prima facie evidence that all material and workmanship for this invitation for bid shall meet or exceed O.S.H.A. standards.

BIDDER RESPONSIBILITY DURING CONTRACT
Bidder’s responsibility for all maintenance items as outlined herein shall commence upon the date the Contract is fully executed. All upgrade items will be considered an extra to the contract and this work will be negotiated and performed on a time and material basis as agreed to by the Bidder and the Owner. Said work will be as indicated on individual purchase orders issued by the College of Southern Nevada (Owner) authorizing and outlining the scope of the work to be performed.

ELEVATORS ADDED TO CONTRACT
New elevators pursuant to other construction contracts will be added to the contract upon the expiration of the warranties contained within the particular construction agreement.

RIGHT TO INSPECT
The College reserves the right to make inspections and tests to ascertain that the requirements of this agreement are being fulfilled. When requested, Bidder shall provide all logs and trouble call history for review by College personnel.

SUPERVISION
Bidder shall provide at all times adequate and expert managerial and administrative supervision for its employee(s) in the service area. Bidder agrees that all persons working for or on behalf of Bidder whose duties bring them upon the premise shall obey rules and regulations that are established by College and shall comply with the reasonable directions of its officers.

Bidder shall provide sufficient back up in times of staff shortages due to vacation, illness and inclement weather. All service personnel must wear clean and presentable uniforms with the Company name and employee’s name. At the discretion of the College, it may also be required that proof of employment in the form of laminated identification badge containing the individuals name, signature and recent photograph be worn. Such badges shall be provided by Bidder at no additional charge if requested by the College.

SAFETY PRECAUTIONS
The Bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all his employees or agents, (2) other property at the site and building occupants.

CLAIMS ASSISTANCE
Upon written or verbal notification by Owner of any alleged injury involving an elevator maintained by Bidder, Bidder shall, within twenty-four (24) hours after receipt of such notification, examine the operation of the subject elevator. Within seven (7) days after the Bidder has examined the elevator, the Bidder shall provide the Owner with a written report stating the recommended repairs of said elevator.
**WORK NOT COVERED BY CONTRACT**

Bidder shall not be required under this agreement to install new attachments as may be recommended or directed by insurance companies, Federal, State, Municipal or Governmental authorities, subsequent to the date of this agreement, unless compensated for such installation. Bidder shall not be responsible for the following work:

1. Repairs because of negligence, accident, misuse or vandalism of the equipment by anyone other than the Bidder, his employees, sub Bidders, servants or agents, or other causes beyond the Bidders control, except ordinary wear and tear.

   *The College must pre-approve any work that may involve additional cost.*

2. Repair or replacement of building items, hoist way or machine room walls and floors, car enclosures, car finish, floor materials, hoist way entrance frames, doors and sills, telephone equipment, signal faceplates, underground feed lines, underground casings, underground wiring or conduits.

3. Main line and auxiliary disconnect switches, fuses and feeders to the control panels.

4. 110 volt lamps for the car and machine room illumination.

5. Safety Tests, other than those specified.

6. Replacement parts of a different design.

7. Servicing of the following equipment: car enclosures (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, light tubes and 110 volt bulbs, mirrors and carpets, hoist way enclosures, hoist way gates, doors, frames, and sills).

Bidder must notify College should work be required due to any of the above conditions.

In the event modifications and additions have been made to the elevator equipment by other Bidders and are not operating properly, or do not meet appropriate code requirements, Bidder shall not be responsible to correct said alterations without compensation. Bidder shall maintain existing system to its as-built design. Bidder will conduct tests of these circuits or alterations in the presence of the College’s representative to determine code compliance and proper operation.

**PERFORMANCE SCHEDULE AND SEQUENCE OF WORK**

1. Bidder shall commence maintenance on each piece of equipment described in Part I of this agreement on the effective contract date.

2. Bidder shall perform additional work as requested from time to time by College’s authorization. College will provide a description of work to be performed. Bidder will provide an estimate of cost to perform the work. Bidder’s authorization to commence work shall be a College purchase order.

**TIME TICKETS**

Bidder shall submit time tickets for validation by the College covering chargeable time by Bidder’s personnel on College’s premises at time of work performance. Bidder shall check in and out with the designated building personnel for each visit.
NEVADA STATE BUSINESS LICENSE REQUIRED
Each bidder is required to hold a State of Nevada License to perform the services specified herein. The successful Bidder will be required to maintain the license during the term of the contract. Bidders must submit with their bid submittal proof of holding a current Nevada State Business License.

RESUMES REQUIRED WITH BID
Each bidder must include a resume of the management person responsible for this Contract and also for the mechanic(s) that will be assigned.

NOTICES
The Successful Bidder shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, and shall be promptly notify the Physical Plant Project Coordinator of any unforeseen problems.

REFERENCES
Each bidder must provide three local references for which the bidder has performed services of a similar nature, and of a similar quantity. Each reference must include a contact person with a phone number, and a brief description of the service you performed.

CHANGE ORDER
The College, without invalidating the contract, may order changes in the work consisting of additions, deletions, or modifications, the contract sum and contract time being adjusted accordingly. All such changes in the work shall be authorized by written change order signed by the Director of Purchasing and Contract Management or his designee. The cost or credit to the College from a change in the work shall be determined by mutual agreement.

DESIGNATED CONTACT
The designated contacts for questions pertaining to emergency services, routine service and equipment shall be addressed to:

Luis Tristan
Director of Construction
College of Southern Nevada
3200 East Cheyenne Ave. – S2H
North Las Vegas, NV 89030
Phone (702) 651-4857
Fax (702) 651 2685

INITIAL REPORT
Within thirty days of the start of service, the Bidder shall provide the Director of Construction and Technical Services, a report listing each elevator and escalator, the manufacturer, the condition of the equipment, and any recommended repairs or preventive maintenance.

In addition the Bidder shall provide the Director of Construction and Technical Services a set of manufacturer’s specifications for the operation and maintenance of each elevator and escalator maintained under the contract.
KEYS
A set of keys is maintained at the Security Office at each campus which is open 24-hours per
day, seven days per week. After normal duty hours, weekends, and holidays, elevator Bidder
technicians are required to stop by the Security Office and have the officer on duty open the
required areas when responding to service calls and/or performing routine or special
maintenance. Keys will not be issued to the elevator maintenance Bidder on a permanent basis.

BIDDER WARRANTY
The Bidder warrants to the College that all materials and equipment incorporated in the Work will
be new unless otherwise specified, or approval received from Physical Plant and that all Work will
be of good quality, free from faults and defects and in conformance with the Contract Documents,
OSHA requirements and all State requirements. All Work not conforming to these requirements
may be considered defective.

BIDDER RESPONSIBILITY AT CLOSE OF CONTRACT
During the final thirty (30) days of this contract, the Bidder shall conduct a complete inspection of
all assigned elevator systems, and provide a written report to each of the Owner’s
Representatives. The Bidder is liable and responsible to correct all known discrepancies within
the scope of the full service maintenance contract. Those reported deficiencies over and above
the scope of the full service maintenance contract will be reviewed by the Owner’s Representative.
A reply shall be furnished to the Bidder by the Owner’s Representative addressing each
deficiency and whether or not funds or system requirements dictate corrective action by the
Bidder. The corrective action shall be completed separate and apart from the scope and intent of
the basic full service maintenance contract. Any deficiencies caused by improper service during
the normal period of this contract shall be corrected by the incumbent Bidder at no additional
expense to the Owner. In the event these deficiencies are not corrected prior to the normal
expiration of the normal contract period, the Owner will withhold appropriate payment not to
exceed the final month’s contract payment.

EVALUATION
The total monthly cost for groups A, B, C, and D will be the basis for the cost evaluation of each
bid. Billing Rates, the cost of a safety drop test, and the mark up on parts will not be considered in
the cost evaluation but the costs identified in each of these categories will be made a part of the
award and contract.
SCOPE OF WORK/SPECIFICATIONS

A. MONTHLY / PREVENTATIVE MAINTENANCE

Bidder shall regularly and systemically examine, clean, lubricate, test and adjust the follow equipment on a monthly basis.

1) Pump unit: including pump, v-belts, strainers, silencers, springs and gaskets.
2) Inspect main piston and packing
3) Controller: including relays, resistors, contacts, coils, leads, fuses, transformers and solid state components.
4) Valves: including relief valve, pilot, lowering, leveling and checking valves; or any of the parts thereof.
5) Dispatching equipment: including relays, resistors, contacts, coils, leads, fuses, transformers and solid state components.
6) Car: including power door operator, door protective devices, car door hangers, car door contact, load weighing equipment
7) Hoist way: guide rails, limit switches and rollers, traveling cables, hoist way and machine room wiring, hoist way door interlocks, hoist way door hangers and gibs, door locks and auxiliary closer.
8) Fixtures: examine car and hall button stations, master indicator control panel, all signal fixtures including contacts, button, key switches and locks lamps and sockets.
9) Door closing times are measured from the start of door close until hoist way doors are fully closed. Contact times will be those shown or minimum permitted by code, whichever is greater. The door closing pressure shall not exceed thirty (30) pounds.
10) Stopping accuracy shall be measured under all load conditions.
11) Ensure emergency phones are in working order.
12) In accomplishing the above requirements, Bidder shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.
13) Car operation: ride all cars to detect any improper operation of the car doors, hoist way doors, acceleration, deceleration and leveling accuracy. Investigate any malfunctions which may have occurred in connection with the operation of the elevator since the last preventative maintenance visit and take corrective action.
14) Car: examine the car station for worn, cracked, loose or malfunctioning buttons. Check for burnt out bulbs in the position indicators or in the car station panel. Lubricate pivot points and bearing where necessary. Check emergency car lights and all batteries. Check alarm bell & communications system and light fixture. Check emergency switches.
15) Car door and operator: examine and clean, tighten any loose screws or bolts. Check for missing pins and bearings. Check door gibes and tighten if necessary. Lubricate moving parts as required. Check safety edges and light ray for proper operation; adjust if necessary. Check fastenings, operation of checks, interlocks, etc. and adjust as required. Check the inertia of doors and make adjustments as required.
16) Bi- parting, doors and gates: insure proper operation of checks, chains, gears, motors and linkages. Inspect all gate and door contacts; adjust if necessary. Examine the retiring cam for worn pins and loose bolts and adjust if necessary. Check gate and door guide rails.
17) Motor and motor belts: general inspection of machine, sheaves, gears, brakes, etc. Clean off dust and wipe up oil spills. Check for unusual noise or vibrations.
18) Controller: observe the controller for proper operation of relays, contacts, sequence of operations, timing, etc. Clean pitted or oxidized contacts, check fuses for overheating. Clean controller with a blower. Check settings and operation of overloads. Clean and check fuses and holders. Check all controller connections.
19) Pit and pit equipment: clean and examine. Empty and clean drip pans. Check sump pumps and report problems to the Technical Services Manager.
20) Emergency lights: check lights and belt for proper operation.
21) Check floor indicator panels in lobby. Examine hall button stations. Check all lanterns for proper operation. Check operation of inspection and access key switches for proper operation, adjust as necessary.
22) Clean car grill and still channels. The system’s dispatching, scheduling and emergency service features shall be tested and adjusted in accordance with the manufacturer’s specifications.

B. ANNUAL EQUIPMENT MAINTENANCE SCHEDULE (Price to be included in monthly line item bid price.)
2. Guides shoes and roller guides: lubricate guide shoe stems and adjust if necessary. Lubricate wheel bearing sparingly.
3. Hall: check hall button contacts, springs, wiring, etc. Clean if necessary.
4. Traveling cable: check wear, insulation, and hanging and junction box connections.
5. Hoist way doors: check for proper clearances and adjust if necessary. Check bottom gibs, struts, sills, headers and fastenings. Clean and adjust door contacts if necessary. Check relating cable for wear. Check and lubricate tracks, hangers, up thrusts, etc. and adjust if necessary.
6. Keep the exterior of the machine clean. Keep it properly painted and presentable at all times.

REPAIR AND REPLACEMENT
Bidder shall repair or replace any worn and or defective equipment including but not limited to the following:

1. Machine, worm, gear, thrust bearings, drive sheave, shaft bearings, brake pulley, brake coil, brake contact, linings and component parts.
2. A.C. and D.C. motors and generators, motor windings, rotating elements, commutators, field coils, brushes, brush holders, and bearings.
3. Selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape, traveling cable, other mechanical or electrical operating equipment, including printed circuit boards.
4. Governor, governor sheave and shaft assembly, bearings, contacts, governor jaws, governor cable and car safeties.
5. Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, compensating sheave assembly, counterweight, hoist ropes, compensating ropes and chains, load weighing equipment, car frame, car safety mechanism, platform and all car and counterweight shoes or roller guides.
6. Door operator, clutch assemblies, pick up rollers, interlocks, hoist way door hangers, bottom door guides, safety edges, door detectors, electric eyes, astragals, auxiliary door closers, position indicators, access switches, inspection stations and car top fans. Emergency light unit and battery.
7. Elevator pump, motor, motor windings, plunger, plunger packing, V-belts, strainers, valves, mufflers, and victaulic fittings and seals.
8. All parts required for the elevators within this agreement are included as part of the agreement unless they are specifically excluded herein.

Note: Brake and sheave assemblies are to be cleaned and adjusted quarterly.
ITEMS AND SERVICES EXCLUDED FROM MONTHLY MAINTENANCE:
The following is a list of items and services excluded from the monthly equipment maintenance schedule. Contract vendor shall perform services on an as requested basis and billed at hourly rates, trip charge bid prices and parts at cost.

Contract vendor shall: clean, refinish, repair or replace the following:

1) Any component of the car enclosure including removable panels, door panels, door pull straps, sills, car gates, plenum chambers, hung ceilings, light diffusers, light fixtures, tubes and bulbs, handrails, mirrors, hydraulic cylinders, car flooring, floor covering, worn or cracked bulbs, buttons, switches and worn pins and bearings for car door and operator.

2) Hoist way enclosure, hoist way gates, door panels, frames, sills, cables and rollers.

3) Cover plates for signal fixtures and operating stations.

4) Main line power switches, breakers and feeders to controller. Controller contacts, coils or shunts and fuses.

5) Emergency power plant and associated contactors.

6) Emergency car light and all batteries, including those for emergency lowering.

7) Smoke and fire sensors and related control equipment not specifically a part of the elevator controls.

8) Jack unit cylinder, buried piping and buried conduit.

9) Rail alignment when affected by building compression or shifting.

10) Below ground or unexposed hydraulic cylinders and plungers.

11) Disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping including any consequential damages (hydraulic elevator).

12) Traveling cables.

MANDATED PERFORMANCE TESTS:
The following services shall be performed at intervals specified in the latest or most current edition of the American Society of Mechanical Engineers (ASME) code for elevators and escalators manual. Tests shall include buy are not limited to the following:

1) Annual and five year safety test for electric elevators.

2) Annual pressure relief for hydraulic elevators.

3) All safety deficiencies or damage to the equipment caused by the safety test will be corrected immediately by the Bidder at no additional cost to the state.

4) A full report covering adjustment time intervals, dispatch items on various programs, door standing and door opening and closing speeds shall be furnished in writing to the Technical Services Manager following each annual and five year safety test.
PARTS INVENTORY REQUIREMENTS (ELEVATORS)

Bidder agrees to the following requirements and authorization of parts used in the Work:

1. Major Components Parts (Electrical): Motor and generator armatures are to be readily available. Should field coils and armatures be rewound or repaired by a qualified motor rewind shop, Bidder must cause the repairs to be completed within five (5) working days.

2. Major Component Parts (Mechanical): If Bidder does not have machine gears, frames, sheaves, cabs, rails and similar mechanical components in stock; he must provide Owner with current information of sources for these items which can be obtained within two (2) working days.

3. Special Electrical Parts: Bidder acknowledges that elevator control systems contain solid state printed circuit modules. Bidder agrees to maintain in inventory, a sufficient amount of modules and component parts to replace and or repair any of these units should failure occur. SCR Drive Components are to be inventoried in the Bidder’s warehouse.

4. Job Materials Inventory: Bidder shall maintain a supply of contacts, coils, generator and motor brushes, lubricants, wiping cloths and minor parts in each elevator machine room, properly stored in an approved parts cabinet.

5. Spare Parts Inventory: Bidder shall maintain a supply of genuine Original Equipment Manufacturer’s replacement parts in their warehouse inventory. This inventory will include, but not be limited to, generator rotating elements, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector tapes, door hangers, rollers, hoist way limit switches. Such replacement parts will be kept in warehouse inventory or available from their manufacturing facilities. Regardless of the location of the stored parts, they shall be available on the jobsite within forty-eight (48) hours from the time of need.

6. Replacement Parts Policy: Bidder will not alter equipment parts and O.E.M. design with other manufacturers' parts or design unless O.E.M. has discontinued the item and the parts are no longer available. Parts manufactured by companies other than the O.E.M. but supplied to the O.E.M. as part of their overall product may be acceptable if said part is of the same design and character. Relays, selector parts, coils, rollers, touch buttons, proximity edges, and various other parts are duplicated by other nationally recognized manufacturers and, upon written authorization from the owner or owner's representative, may be used in lieu of the O.E.M. parts.

7. Diagnostic Tools: On any elevator requiring a diagnostic tool for service, repair or adjusting, the Bidder agrees to have this tool and one set of spare boards readily available, as required for the entire term of this contract. Any board that is used out of this stock will be replaced within 48 hours.

MODIFICATIONS APPROVALS

Should Bidder request or wish to make any change, modification, or addition to the existing elevator equipment, Bidder must submit a written “Request to Modify” proposal to the College for approval. A “Request to Modify” must state the reason why Bidder wishes to change a component. Complete information of the new proposed component and a guarantee of responsibility by Bidder for said component change are required.
CODE TESTING REQUIRED

Bidder shall perform all State, Local and ANSI A17.1 required testing. Such testing shall include, but not be limited to, full load, any load, and hydraulic load tests. Only those Codes that are in force at the time this agreement is signed are applicable.

ANSI/ASME A17.1 (Latest edition): Bidder shall test Fireman’s Return Phase I and II, a minimum of once a year, and notify College prior to conducting such test. Any and all required corrections shall be the responsibility of the Bidder and shall be corrected at no additional charge to the College.

ELEVATOR FIRE SERVICE SYSTEMS TESTING

Bidder shall perform monthly testing of elevator fire service systems and maintain documentation at each elevator as required by the Nevada State Licensing Department.

PERFORMANCE REQUIREMENTS

The Bidder agrees to maintain the minimum requirements of each elevator as described per the original manufacturer’s original installation criteria. This pertains to:

1. Brake to Brake Time (Seconds) Elevators only.
2. Floor to Floor Time (Seconds) Elevators only.
3. Door Open Times (Seconds) Elevators only.
4. Door Close Times (Seconds) Elevators only.
5. Hall Call Dwell Time (Seconds) Elevators only.
6. Door Pressure (Pounds) Elevators only.
7. Performance Times Up (Seconds) Elevators only.
8. Performance Times Down (Seconds) Elevators only.
9. Nudging (Seconds)

(Performance Times are measured from doors start to close, car travels one floor and doors 3/4 open at floor)

In accomplishing the above requirements, Bidder shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive, with smooth checking at the extremes of travel. Bidder shall assign a supervisor to examine all equipment semi-annually, as a minimum requirement. Results of the inspection shall be submitted to the College within thirty (30) days from completion of Supervisors inspection.

ON-SITE RESPONSE TIME FOR MONTHLY SERVICE CALL-BACKS:

Bidder shall provide for “Non-emergency on-site” and “Emergency on-site” service twenty-four (24) hours per day, seven (7) days per week. Bidder’s response time will commence upon notification and will be as follows;

- Non-emergency on-site - services will be required within one (1) work day.
- Emergency on-site - services will be required within two (2) hours of notification.

Note: Travel time shall not be included, and time tickets shall reflect only that time spent on the job site.
HOURS AND MANNER OF WORK

1. Regular Working: All preventive maintenance, repairs, routine adjusting and service procedures shall be performed Monday through Friday from 8:00 AM to 3:00 PM. Elevators cannot be removed from service without the permission of the College.

2. Normal Service Days Bidder and College shall jointly determine the days of the week to be designated normal service days. Changes to this schedule cannot be made without the prior consent of the College.

TIME TICKETS AND MACHINE ROOM LOGS

Bidder shall properly fill out a time ticket each time they visit the premises. The time ticket shall include the following minimum information:

1. Date
2. Bidder’s assigned job identification number
3. Building address
4. Time spent traveling to the jobsite
5. Time spent on the jobsite
6. Total Time
7. Description of work completed
8. Material(s) provided
9. Additional costs (zone, cartage, etc.)

All entries shall be legible and complete. All time tickets are to be signed by designated Maintenance personnel and a legible copy of the signed time ticket shall be left with the College’s designated personnel.

The Bidder shall provide and keep current, dated on a per visit basis, the following logs which will be located in the appropriate elevator machine rooms, the logs will be located in a location approved by the College.

1. Maintenance Logs: This log will be provided for each elevator. The Bidder will check off all work completed during each maintenance visit. The check off means inserting a date in the area indicating what task was performed.

2. Trouble Call Logs: This log will be provided for each elevator. Each trouble call answered shall be logged on the appropriate machine room trouble call log including corrective action.

All repair work completed on each of the units listed herein will be listed on the trouble call log. Any special logs provided by the College shall also be signed by the Bidder.

The Bidder shall be required to review quarterly with the College’s Representative the trouble logs for this property. It is the Bidder’s responsibility to make arrangements for such a review.

WIRING DIAGRAMS

The as-built wiring diagrams for this project are the property of the College and are to remain on the jobsite at all times.

Any circuit changes, upgrades or modifications to the system shall be noted on the wiring diagrams. Failure to comply with this requirement may result in termination of this agreement.
If the Bidder’s services are terminated, the Bidder must provide the College with the corrected, updated wiring diagrams at no additional cost. Final payment to the Bidder will be withheld until this requirement is met.

Should the College require legal assistance to acquire the correct and updated wiring diagrams from the terminated Bidder; all costs associated with this effort will be borne by the terminated Bidder.

**REMOVAL OF RUBBISH AND USED PARTS**

1. The Bidder shall remove from the facility all rubbish generated in performing the work specified by this contract.

2. Any part or component of a vertical transportation system that is removed and replaced under the terms of this agreement shall become the property of the Bidder and, as such, shall be promptly removed from the premise at the Bidder’s expense.

3. The Bidder agrees to dispose of the aforementioned equipment and rubbish in accordance with any and all applicable Federal, City, State and Municipal environmental regulations. The Bidder further accepts all liability that may result from disposing of said material(s) including any hazardous materials. Material(s) shall not be disposed of at jobsite.

**BIDDER REQUIREMENTS AND GENERAL SPECIFICATIONS:**

1) Before work is performed the Technical Services Manager may require a written cost estimate by the Bidder for maintenance, repairs, additions, retrofits and/or subcontracted work. All repairs shall have the prior approval of the Technical Services Manager before beginning. After completion, the Bidder and the Technical Services Manager will inspect the completed work.

2) Upon installation, modification, alteration, retrofit and etc. to existing equipment referenced by contract; said equipment shall become part of this contract agreement and covered under scope, terms and conditions and specifications of this contract agreement.

3) All visitations by service technicians shall be logged on site as to date and time (i.e. time in and time out) and report to the Technical Services Manager or his/her representative. It is required that all service technicians personally sign-in and sign-out to verify their presence and time on the job.

4) A service voucher/job ticket shall be submitted to the Technical Services Manager documenting man hours, parts, materials, supplies equipment and etc. used to perform the services. This service voucher/job ticket shall be required as supporting documentation of services provided and to assist in expediting payment upon receipt of an invoice.

The hourly rate bid for service calls for both regular and premium time will begin when the technician signs in at the job site and ends when the technician signs out.

5) Services requiring Bidder to return to the job site due to systems failure with reference to services previously provided will be at No Charge to the state. Bidder shall absorb all costs incurred due to quality and workmanship of services provided. The cause of the systems failure shall be determined by the Technical Services Manager and/or other representative of the state.

6) The Bidder may determine that more than one technician needs to be utilized in performance of some of the services specified in this contract agreement. Any job requiring more than one technician must have prior approval of the Technical Services Manager except in Emergency situations.
# EXHIBIT ‘A’

LISTING OF COLLEGE OF SOUTHERN NEVADA ELEVATORS

<table>
<thead>
<tr>
<th>CAMPUS</th>
<th>BLDG/LOCATION</th>
<th>MAKE</th>
<th>FLOOR</th>
<th>YR. BUILT</th>
<th>GROUP</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHEYENNE</td>
<td>MAIN BLDG BY RM 1068</td>
<td>U S ELEVATOR</td>
<td>2</td>
<td>1976</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>MAIN BLDG. BY PLANETARIUM</td>
<td>U S ELEVATOR</td>
<td>2</td>
<td>1976</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>MAIN BLDG / NORTH END</td>
<td>U S ELEVATOR</td>
<td>2</td>
<td>1974</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>MAIN BLDG BY BURSAR</td>
<td>DOVER</td>
<td>2</td>
<td>1983</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>HORN THEATER / STAGE ELEV.</td>
<td>AMTECH / ADVANCE</td>
<td>2</td>
<td>1993</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>HORN THEATER / LOBBY ELEV.</td>
<td>AMTECH / ADVANCE</td>
<td>2</td>
<td>1993</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>PHASE 5 / NORTH END</td>
<td>OTIS</td>
<td>2</td>
<td>1995</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>PHASE 5 / SOUTH END</td>
<td>OTIS</td>
<td>2</td>
<td>1995</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>TELECOMMUNICATIONS BLDG</td>
<td>THYSSENKRUPT</td>
<td>2</td>
<td>2004</td>
<td>A</td>
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<tr>
<td></td>
<td>TELECOMMUNICATIONS BLDG</td>
<td>THYSSENKRUPT</td>
<td>3</td>
<td>2004</td>
<td>A</td>
</tr>
<tr>
<td>W. CHARLESTON</td>
<td>A-- BLDG - Dental Residency</td>
<td>DOVER</td>
<td>3</td>
<td>1998</td>
<td>B</td>
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<tr>
<td></td>
<td>B- BLDG</td>
<td>DOVER</td>
<td>2</td>
<td>1991</td>
<td>B</td>
</tr>
<tr>
<td></td>
<td>C- BLDG</td>
<td>OTIS</td>
<td>2</td>
<td>1995</td>
<td>B</td>
</tr>
<tr>
<td></td>
<td>C- BLDG</td>
<td>OTIS</td>
<td>2</td>
<td>1995</td>
<td>B</td>
</tr>
<tr>
<td></td>
<td>D-BLDG</td>
<td>ASCENTION</td>
<td>2</td>
<td>1999</td>
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<tr>
<td></td>
<td>E-BLDG</td>
<td>CENTURY</td>
<td>4</td>
<td>2000</td>
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<td>E-BLDG</td>
<td>CENTURY</td>
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<td>G- BLDG (north tower)</td>
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<td>4</td>
<td>2003</td>
<td>B</td>
</tr>
<tr>
<td></td>
<td>G- BLDG (south tower)</td>
<td>THYSSENKRUPT</td>
<td>3</td>
<td>2003</td>
<td>B</td>
</tr>
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<td></td>
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<td>THYSSENKRUPT</td>
<td>3</td>
<td>2008</td>
<td>B</td>
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<tr>
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<td>I-BLDG</td>
<td>THYSSENKRUPT</td>
<td>3</td>
<td>2008</td>
<td>B</td>
</tr>
<tr>
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<td>K-BLDG</td>
<td>OTIS</td>
<td>4</td>
<td>2006</td>
<td>B</td>
</tr>
<tr>
<td></td>
<td>K-BLDG</td>
<td>OTIS</td>
<td>4</td>
<td>2006</td>
<td>B</td>
</tr>
<tr>
<td></td>
<td>K-BLDG</td>
<td>OTIS</td>
<td>4</td>
<td>2006</td>
<td>B</td>
</tr>
<tr>
<td>HENDERSON</td>
<td>B - BLDG</td>
<td>ADVANCE</td>
<td>2</td>
<td>1991</td>
<td>C</td>
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<td></td>
<td>C - BLDG</td>
<td>US ASCENTION 2000</td>
<td>2</td>
<td>1999</td>
<td>C</td>
</tr>
<tr>
<td></td>
<td>C - BLDG</td>
<td>US ASCENTION 2000</td>
<td>2</td>
<td>1999</td>
<td>C</td>
</tr>
<tr>
<td>BOULDER CITY</td>
<td>PARKING GARAGE</td>
<td>DOVER</td>
<td>3</td>
<td>1999</td>
<td>D</td>
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</tbody>
</table>
**EXHIBIT ‘B’**

TOTAL MONTHLY COST FOR GROUPS A, B, C, & D  $ __________________________

TOTAL YEARLY COST FOR GROUPS A, B, C, & D  $ __________________________

**BILLING RATES**

A. **REGULAR HOURS (STRAIGHT TIME)**

   Straight Time will be paid for work performed on the days and times listed below:

   Days of Week: ______ Monday through Friday
   Hours of Day: ______ 8 AM to 3 PM

   Billing Service Charge per hour, Regular Hours (Straight Time):

<table>
<thead>
<tr>
<th></th>
<th>$ ________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Mechanic</td>
<td></td>
</tr>
<tr>
<td>Single Helper</td>
<td></td>
</tr>
<tr>
<td>Team (Mechanic plus Helper)</td>
<td>$ ________</td>
</tr>
</tbody>
</table>

B. **TIME DIFFERENTIAL**

   Billing Service Charge per hour, Time Differential:

<table>
<thead>
<tr>
<th></th>
<th>$ ________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Mechanic</td>
<td></td>
</tr>
<tr>
<td>Single Helper</td>
<td></td>
</tr>
<tr>
<td>Team (Mechanic plus Helper)</td>
<td>$ ________</td>
</tr>
</tbody>
</table>

C. **TIME AND ONE-HALF**

   Time and One–Half will be paid for work performed on the days and times listed below:

   Days of week: ______ Monday through Saturday
   Hours of Day: ______ 4 PM to 8 AM

   Billing Service Charge per hour, Time and One-Half:

<table>
<thead>
<tr>
<th></th>
<th>$ ________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Mechanic</td>
<td></td>
</tr>
<tr>
<td>Single Helper</td>
<td></td>
</tr>
<tr>
<td>Team (Mechanic plus Helper)</td>
<td>$ ________</td>
</tr>
</tbody>
</table>
D. DOUBLE TIME

Double Time will be paid for work performed on the days listed below:

Days of week: Sundays and Legal Holidays

Billing Service Charge per hour, Double Time:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Mechanic</td>
<td>$ ________</td>
</tr>
<tr>
<td>Single Helper</td>
<td>$ ________</td>
</tr>
<tr>
<td>Team (Mechanic plus Helper)</td>
<td>$ ________</td>
</tr>
</tbody>
</table>

E. MARK UP ON PARTS

Bidder will add this "mark up" to the price Bidder pays for parts ________ %

STATE LICENSE NUMBER: ___________________________

CLASSIFICATION: ___________________________

LIMIT: ___________________________

STATE INDUSTRIAL INSURANCE SYSTEM NUMBER: ___________________________
CONTRACT

NEVADA SYSTEM OF HIGH EDUCATION
COLLEGE OF SOUTHERN NEVADA
PURCHASING DEPARTMENT

CONTRACT FOR THE INSPECTION, PREVENTATIVE MAINTENANCE AND SERVICING OF ELEVATORS FOR COLLEGE OF SOUTHERN NEVADA

THIS CONTRACT, made and entered into on this ______ day of ______________ 2010, by and between the Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada hereinafter called “Owner” and _______________ hereinafter referred to as the “Contractor.”

WITNESSETH:
The following documents, together with this Contract from the Contractor, and they are as fully a part of the Contract as if hereto attached or herein referred to or repeated:

ENUMERATION:

1. Contractor’s Response/Request For Bid No.: ______
2. Exhibit A & B

Conflict of Interest:
The Nevada System of Higher Education (NSHE) Board of Regents Handbook, Title 4, Chapter 10, and Section 7 prohibits a NSHE employee from being a contractor or vendor of services to any NSHE Institution under any authorized contract or purchase order. It also prohibits the NSHE employee to be interested, directly or indirectly, through any member of the employee’s household (as defined by NRS 281.434) or though any business entity in which the employee has a financial interest, in any contract or purchaser order where there is compensation or profit of any kind. An employee at CSN is a NSHE employee.

Compensation:
The successful bidder(s) shall be paid upon the submission of proper invoices at the prices stipulated for the total services provided and accepted, less deductions, if any. Partial payments will be made at the sole discretion of the Nevada System of Higher Education, College of Southern Nevada Vice President, of Administrative Operations. The estimated value of this contract is for various CSN projects which individually shall cost less than $100,000 for both operator and equipment and cumulatively shall not exceed $500,000.00. The college reserves the right to increase the $500,000.00 limitation with proper approval if it is deemed to be in the best interest of CSN.
**Term of Contract:**
The initial term of the Contract will be two years. Based upon mutual agreement of the parties the contract may be extended for three (3) one-year periods, for a maximum contract length of five (5) years.

**Assignment:**
Neither the Contract nor any interest therein, nor claim there under, shall be assigned or transferred by the contactor unless expressly authorized in writing by the Director of Purchasing and Contract Department, College of Southern Nevada. No such assignment or transfer shall relieve the Contractor from its obligations and liabilities under the contract.

**Compliance:**
Vendors are required to comply with all OSHA, EPA, ADA and other relevant state and federal standards, codes and regulations that may apply.

**Default:**
In case of default by the Contactor, the College reserves the right to hold the Contractor responsible for any actual, consequential or incidental damages.

**Indemnity/Independent Contractor:**
To the extent limited in accordance with NRS 41.0305 and NRS 41.039, the College of Southern Nevada shall indemnify, defend, and hold harmless from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act of failure to act by the College of Southern Nevada or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement, the College of Southern Nevada will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The College of Southern Nevada’s indemnity obligation for actions sounding tort is limited in accordance with the provisions or NRS 41.035 to $75,000.00 per cause of action.

_________________ shall indemnify, defend, and hold harmless NSHE, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by _____________ or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.

**Pricing:**
INITIALED BY: ______
Hourly billing rates will be in accordance with 10-0490 bid submittals and are shown below:

**Exhibit “B” – PRICING**

TOTAL MONTHLY COST FOR GROUPS A, B, C, & D $ __________________
TOTAL YEARLY COST FOR GROUPS A, B, C, & D $ __________________

**BILLING RATES**

F. REGULAR HOURS (STRAIGHT TIME)

  Straight Time will be paid for work performed on the days and times listed below:

  Days of Week: _____ Monday through Friday ____________
  Hours of Day: _____ 8 AM to 3 PM ____________

  Billing Service Charge per hour, Regular Hours (Straight Time):
  
  Single Mechanic $ _______
  Single Helper $ _______
  Team (Mechanic plus Helper) $ _______

G. TIME DIFFERENTIAL

  Billing Service Charge per hour, Time Differential:
  
  Single Mechanic $ _______
  Single Helper $ _______
  Team (Mechanic plus Helper) $ _______

H. TIME AND ONE-HALF

  Time and One–Half will be paid for work performed on the days and times listed below:

  Days of Week: _____ Monday through Saturday ____________
  Hours of Day: _____ 4 PM to 8 AM ____________

  Billing Service Charge per hour, Time and One-Half: ____________
I. DOUBLE TIME

Double Time will be paid for work performed on the days listed below:

Days of week: Sundays and Legal Holidays

Billing Service Charge per hour, Double Time:

Single Mechanic $ 
Single Helper $ 
Team (Mechanic plus Helper) $ 

J. MARK UP ON PARTS

Bidder will add this “mark up” to the price Bidder pays for parts ________ %

STATE LICENSE NUMBER: ___________________________
CLASSIFICATION: ___________________________
LIMIT: ___________________________
STATE INDUSTRIAL INSURANCE SYSTEM NUMBER: ___________________________
Insurance:
Contractor shall, at Contractor’s sole expense, procure, maintain, and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein otherwise agreed to by the Board of Regents, Nevada System of Higher Education the required insurance shall be in effect on or prior to the commencement of work by Contractor and shall continue in force as appropriate until the later of:

a. Final acceptance by the Board of Regents, Nevada System of Higher Education of the completion of this contract; or
b. Such time as the insurance is no longer required by the Board of Regents, Nevada System of Higher Education under the terms of this contract.

Any insurance or self-insurance available to the Board of Regents, Nevada System of Higher Education shall be in excess of and non-contributing with any insurance required from Contractor. Contractor’s insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the College of Southern Nevada, Contractor shall provide the College of Southern Nevada with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the College of Southern Nevada and immediately replace such insurance or bond with insurance or bond meeting the contract’s requirements.

Workers’ Compensation and Employer’s Liability Insurance

Contractor shall provide proof of workers’ compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616-D and all other related chapters, is not required.

Commercial General Liability Insurance

a. Minimum limits required:
   $1,000,000 General Aggregate
   $1,000,000 Products & Completed Operations Aggregate
   $1,000,000 Personal and Advertising Injury
   $1,000,000 Each Occurrence

b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under Contract.

Business Automobile Liability Insurance

a. Minimum limit required: $1,000,000 combined single limit per occurrence for bodily injury and property damage.

b. Coverage shall include owned, non-owned, and hired vehicles.
c. Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

Professional Liability/Errors & Omissions Insurance

Professional liability Insurance is required only if the Contractor is performing work of a professional nature:

a. Minimum limit required: $1,000,000 per Claim
b. Minimum limit required $3,000,000 Annual Aggregate
c. Retroactive date: Prior to commencement of the performance of this contract.
d. Discovery Period: Three (3) years after termination date of contract.
e. A certified copy of this policy is required.

Umbrella or Excess Liability Insurance

a. May be used to achieve the above minimum liability limits,
b. Shall be endorsed to state it is “As Broad as Primary Policies”.

General Requirements

a. Additional Insured: By endorsement to all liability policies, the Board of Regents, Nevada System of Higher Education shall be named as additional insured for all liability arising from the contract,
b. Waiver of Subrogation: Each liability insurance policy shall provide for waiver of subrogation against the Board of Regents, Nevada System of Higher Education,
c. Cross-Liability: All required liability policies shall provide cross-liability coverage.
d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the College of Southern Nevada. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000.00 per occurrence, unless otherwise approved by the NSHE’s Risk Manager.
e. Approved Insurer: Each insurance policy shall be:
   1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
   2) Currently rated A.M. Best as “A - IX” or better.

Evidence of Insurance

Prior to the start of any work, Contractor must provide the following documents to the College of Southern Nevada:
a. Certificate of Insurance: The accord 25 Certification of Insurance form or a form substantially similar must be submitted to the College of Southern Nevada to evidence the insurance policies and coverage’s required of Contractor.

b. Additional Insured Endorsement: An original Additional Insured Endorsement (ISO form CG20 10 11 85), signed by an authorized insurance company representative, must be submitted to the College of Southern Nevada, by attachment to the Certificate of Insurance, to evidence the endorsement of the Board of Regents, Nevada System of Higher Education as additional insured.

c. Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to the College of Southern Nevada, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein. A copy of this signed endorsement must be attached to the Certificate of Insurance.

**Laws:**
This Contract shall be construed in accordance with and governed by the laws of the State of Nevada.

**Notice:**
Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given upon the mailing thereof, postage prepaid, by certified or registered mail, return receipt requested, addressed to the other party at the address set forth below, or at such other address as either party shall designate to the other in writing hereafter:

Notices shall be sent to the Purchasing Department as follows:

Jack Holland, Director of Purchasing  
College of Southern Nevada  
3200 East Cheyenne Avenue – J1C  
North Las Vegas NV 89030-4296

Notices shall be sent to the Contractor as follows:

All such notices shall be effective when deposited in the United States Mail.
Taxes, Licenses and Permits:
It is the bidder’s responsibility for securing all required licenses, permits, franchises, lawful authority, and insurance necessary for the proper execution and completion of the work involved.

The Nevada System of Higher Education is exempted from paying state, local and federal excise taxes.

Termination of Contract:
The College reserves the right to immediately terminate the contract for cause or its convenience.

Waiver:
A failure or delay of either party to enforce at any time any of the provisions of this contract shall not be construed to be a waiver of a party’s right to enforce strict compliance of such provisions(s) of this contract.
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

(CONTRACTOR NAME):

APPROVED:

Name __________________________ Date
Title __________________________

Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada

RECOMMENDED:

Name __________________________ Date:
Title __________________________

Luis Tristan
Director of Construction

Date:

Sherri Payne
Assoc VP Facilities Management

Date:

APPROVED:

Name __________________________ Date:
Title __________________________

Patricia Charlton
Sr. V.P. Finance & Facilities

DATE:

ROUTING: This contract shall be processed in the order of execution listed above.