



togetherforbetter

CLARK COUNTY, NEVADA

CBE NO. 607909-26
JANITORIAL SERVICES AT GOVERNMENT
CENTER & CENTRAL PLANT

OPPORTUNITY VILLAGE
NAME OF FIRM
Robert Brown, CEO
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
6050 South Buffalo Drive Las Vegas, Nevada 89113
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 259-3707
(AREA CODE) AND TELEPHONE NUMBER
(702) 258-0652
(AREA CODE) AND FAX NUMBER
bob@opportunityvillage.org
E-MAIL ADDRESS

CBE 607909-26
JANITORIAL SERVICES AT GOVERNMENT
CENTER & CENTRAL PLANT

This Contract is made and entered into this _____ day of _____, 2026, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and OPPORTUNITY VILLAGE (hereinafter referred to as PROVIDER), for Janitorial Services at Government Center & Central Plant hereinafter referred to as PROJECT.

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed annual amount; and

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through June 30, 2027, with the option to renew for 6, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of \$936,521 annually, to be paid in monthly installments of \$78,043.42. COUNTY'S obligation to pay PROVIDER cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Progress Payments

PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).

C. Terms of Payments

1. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
2. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
3. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
4. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.

5. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
6. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, as agreed upon in Exhibit A, Scope of Work.
7. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER shall be provided information on how to enroll at time of award.
8. Invoices shall be submitted to: Michele.Weeks@ClarkCountyNV.gov,
Denise.Carlopoli@ClarkCountyNV.gov, RPMHousekeeping@ClarkCountyNV.gov

D. COUNTY'S Fiscal Limitations

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

SECTION III: SCOPE OF WORK

Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time request changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, PROVIDER shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.

- C. PROVIDER has, or shall, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees shall cooperate with COUNTY in the performance of services under this Contract and shall be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- F. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

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

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, **Travis Gossage, Support Services Manager, Real Property Management, telephone number (702) 455-8584** or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and will inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension
COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY will pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until

receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. the opportunity to cure;
 - b. not less than ten (10) calendar days written notice of intent to terminate; and
 - c. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount will be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount will be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER'S default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations, it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY will have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B, incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

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

TO COUNTY: CLARK COUNTY, NEVADA
Attention: Purchasing & Contracts Division
500 South Grand Central Parkway, 4th Floor
Las Vegas, Nevada 89155-1217

TO PROVIDER: OPPORTUNITY VILLAGE
Attention: Robert Brown
6050 South Buffalo Drive
Las Vegas, Nevada 89113
bob@opportunityvillage.org

TO PROVIDER: Opportunity Village - Risk Management
For Insurance Notices 6300 West Oakey Boulevard
Las Vegas, Nevada 89146
riskmgmtinsurancereq@opportunityvillage.org

SECTION XII: MISCELLANEOUS

- A. Independent Contractor
PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.
- B. Immigration Reform and Control Act
In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will verify the identity and employment eligibility of anyone employed under this Contract.
- C. Non-Discrimination/Public Funds
The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

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

H. Audits

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

I. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

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

K. ADA Requirements

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

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise

(WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

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

O. Force Majeure

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

P. Severability

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

Q. HIPAA - Confidentiality Regarding Participants

PROVIDER shall maintain the confidentiality of any information relating to participants, COUNTY Employees, or third parties,(added) in accordance with any applicable laws and regulations, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Attached hereto as Attachment 3, and incorporated by reference herein, is a HIPAA Business Associate Agreement, executed by the parties in accordance with the requirements of this sub-section. PROVIDER agrees to sign the attached HIPAA Business Associate Agreement" prior to award of Contract.

R. Non-Endorsement

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

S. Public Records

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

T. Price Adjustment Requests

Commencing on date of award, prices shall not be subject to change during the initial term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of PROVIDER'S expectation of price increase commencement, to the Clark County Department of Finance, Purchasing and Contracts Division, Purchasing Analyst, 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if PROVIDER has been notified in writing of COUNTY'S approval of the new Price(s). Only one (1) written price adjustment request(s) will be accepted from PROVIDER per one-year term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4

months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

Consumer Price Index (CPI) or Producer Price Index (PPI): Consumer Price Index for All Urban Consumers (CPI-U), Series ID: **CUUR0000SA0** will be used as the index for price adjustments. The price adjustment per year may be the lesser of the percent of CPI or PPI change or five (5) percent for an increase or decrease.

☐ **Suitable Proof**

Print-out of CPI/PPI index and calculated increase and/or Letter from Manufacturer/ Distributor.

☐ **Discontinued Price Index**

Should the above-reference price index be discontinued or otherwise no longer be published by the U.S. Bureau of Labor Statistics, a similar index may be mutually agreed to in writing by both parties.

☐ **Drastic Market Conditions**

Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of Contract, COUNTY may consider these increases in addition to the allowed increases, providing PROVIDER submits written documentation and suitable proof by line item to COUNTY requesting permission and explaining in detail the unforeseen circumstances predicated the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the last price increase, to the date of performance by an amount exceeding ten (10) percent. General industry correspondence with regards to market conditions is not suitable proof.

☐ **Price Decrease**

COUNTY shall receive the benefit of a price decrease to any line item at any time during the initial year term and for any subsequent term(s) if the decrease exceeds five (5) percent of Contract price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that PROVIDER has not passed the decrease on to COUNTY, COUNTY reserves the right to place PROVIDER in default, terminate Contract, and such actions will reflect adversely against PROVIDER in determining the responsibility and non-responsibility of PROVIDER in future opportunities.

☐ **Distribution of Line Items (Attachment 2)**

If the price of an individual line item contains more than one element (i.e. labor, product or transportation) the Distribution of Line Item Price Form shall be completed for that line.

☐ **Multiple Line Items**

When multiple line items exist, the price adjustment must be justified on a line-by-line basis, not on the grand total.

U. **Companies that Boycott Israel**

PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

V. State of Nevada Legal Holidays

PROVIDER is advised that below there are eleven (11) firm legal holidays and twelve (12) when December 31st falls on Friday.

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

PROVIDER is required to verify dates with COUNTY'S representative prior to the commencement of work.

W. Clark County's Property

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

X. Collection and Payment of Sales Tax

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

Y. Drug-Free Workplace

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

Z. Non-Discrimination

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

AA. English Speaking Representative

COUNTY requires PROVIDER have one person capable of clear communication in the English language on site at all times during the hours that service is required. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

BB. Service Workers' Background Investigation

Within ten (10) calendar days of award, PROVIDER shall provide COUNTY'S representative with a list of the names of all personnel who will be working at COUNTY'S facilities, including all of PROVIDER'S owners and officers.

PROVIDER'S employees working at COUNTY'S buildings or facilities must be able to pass a SCOPE and NCIC background check to perform work, as appropriate.

All record checks shall be available immediately upon request by COUNTY'S representative. Requests shall be dated no more than sixty (60) calendar days prior to request. COUNTY reserves the right to deny PROVIDER'S employee access to COUNTY'S site because of an unsatisfactory result on the SCOPE or NCIC background check of that employee.

After the Records Check has been given to COUNTY'S representative for review and has been approved by COUNTY, PROVIDER shall be responsible for supplying all personnel accessing COUNTY'S facilities, with a Clark County Supplier Identification Badge, which shall be worn in a visible place on the person at all times when on COUNTY'S property. Some facilities may require PROVIDER'S employees to swipe their badges for access. PROVIDER shall be responsible for obtaining new Record Checks and Clark County Supplier Identification Badge(s) for any new employee that will be assigned to accessing COUNTY'S facilities. The same protocol for approval applies. PROVIDER'S employees no longer assigned to perform services shall surrender their identification badge for immediate return to COUNTY for deactivation. PROVIDER shall be responsible for all fees associated with obtaining the badges and record checks. Clark County Supplier Identification badges and access cards remain the property of Clark County. Each is separately issued to an individual and cannot be shared or transferred. Misuse of identification and access cards may be cause for termination of CONTRACT.

Clark County Supplier Identification Badge is valid for only one (1) year from date of issue. PROVIDER'S employees shall contact designated representative to coordinate SCOPE and NCIC background checks and for Supplier Badge issuance annually. PROVIDER'S employees will not be allowed entry into COUNTY'S facilities with an expired Supplier Identification Badge.

Failure to follow this procedure may result in termination of CONTRACT.

CC. Service Provider Requirements

1. PROVIDER'S employees performing under CONTRACT shall be qualified and fully certified to maintain equipment properly and to industry standard, using all reasonable care, and acceptable workman-like practices;
2. PROVIDER is required to maintain all required licensing and certifications to provide services at all of COUNTY'S facilities contained herein.

DD. Labor

PROVIDER and all subcontractors shall pay wages equal to or exceeding the current minimum wage standards per U.S. Department of Labor and State of Nevada laws and regulations.

EE. Removal of Employee

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

FF. Furnishing Supervision of Employees

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

GG. Supplier's Stock

PROVIDER shall agree to maintain access to sufficient stock of any item awarded in this CONTRACT.

HH. Safety Requirements

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

II. Responsibility for Work Security

1. PROVIDER shall at all times conduct all operations under CONTRACT in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. PROVIDER shall promptly take all reasonable precautions, which are necessary and adequate against any conditions, which involve a risk of loss, theft or damage to its property, COUNTY'S property, and the work site. PROVIDER shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.
2. PROVIDER shall comply with all applicable laws and regulations. PROVIDER shall cooperate with COUNTY on all security matters and shall promptly comply with any project security requirements established by COUNTY. Such compliance with these security requirements shall not relieve PROVIDER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner PROVIDER'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
3. PROVIDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to COUNTY in a timely manner.

JJ. Prohibited Activities While on COUNTY'S Properties

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

KK. Ingress and Egress of Facilities

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

LL. Keys / Access Cards

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

MM. Damage To County Property

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

NN. Performance Requirements

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

3. Work Plan

- a. Immediately following award, PROVIDER shall develop a maintenance work plan for each of COUNTY'S facilities containing specified equipment. This work plan shall include, at minimum, dates of performance of Annual Inspections, Monthly Operating Inspection and any other services deemed necessary in accordance with manufacturer's suggested preventive maintenance plan as required for each piece of equipment. The work plan shall include the dates of last service, the dates of next service, the time required to complete service in hours and the name of the technician(s) who will perform the service. COUNTY'S representative will assist PROVIDER in obtaining a list of the actual equipment housed in each facility and the contact information for COUNTY'S representative assigned to each facility for the purposes of CONTRACT.
- b. The work plan shall be a living document that is continuously updated and shared with COUNTY for the duration of CONTRACT.

4. Service Logs And Service Tickets

- a. PROVIDER shall maintain in each of COUNTY'S facilities a hardbound "log" book of all services performed on the equipment housed at that facility including but not limited to, a comprehensive history of all inspections, incidents, adjustments, services and repairs. All logbooks are to remain at COUNTY'S facility at all times. PROVIDER shall be responsible for ensuring that all log entries are comprehensive and legible. All logbooks and their contents are the property of COUNTY and are open to inspection at any time.
- b. PROVIDER shall, on a weekly basis for the duration of the term of CONTRACT, provide COUNTY with a hard copy of all service tickets for both scheduled and unscheduled service that is performed under CONTRACT. PROVIDER shall provide COUNTY with all service tickets electronically within twenty-four (24) hours of completion of service.

5. Work Orders

- a. PROVIDER shall be issued work orders by COUNTY'S Facilities Help Desk. The work order in conjunction with a valid purchase order shall serve as CONTRACTOR'S authorization to perform services. Preventative Maintenance work orders shall be issued for the performance of services in accordance with the Service Specifications contained herein as well as the Preventative Maintenance Work Plan developed by PROVIDER. In the event additional services or repairs outside of those listed in the Service Specifications are required, PROVIDER shall provide COUNTY'S authorized representative with a quote for the services in accordance with the labor rates and material costs structure contained herein. Upon approval, COUNTY'S authorized representative will have a separate corrective work order issued authorizing the additional service(s) or repair(s) to be performed. After completion of ALL services, PROVIDER shall submit a copy of the completed work order(s) as back up to their invoice. The completed work order(s) shall consist of the notes indicating service(s) / repair(s) performed, the actual amount of time (hours/minutes) required to complete the service(s) / repair(s), date, name of technician, and any other pertinent information. All notes on work order form shall be comprehensive and legible. If work order contains illegible notes, a delay in the processing of invoices for payment may occur. All work orders shall be submitted to COUNTY within forty-eight (48) hours of completing services or repairs.

OO. Performance Standards

If any services performed are deemed not in conformity with the specifications and requirements of this CONTRACT, COUNTY shall have the right to require PROVIDER to perform the services again in conformity with said specifications and requirements at no additional cost to COUNTY.

- PP. Normal Response Time
Response time to be on site, for call-out or call-back services in the Las Vegas Valley area shall be within two (2) hours from the time COUNTY'S designated representative calls the 24-hour service. If requested at time of call out or call back, PROVIDER 'S representative shall provide an estimated time of arrival to COUNTY'S designated representative. COUNTY will provide PROVIDER with a list of designated COUNTY'S employees authorized to request after-hour services.
- QQ. Building Security
PROVIDER shall be responsible for securing all buildings, offices, and facilities at the time of their service. Failure to comply shall make PROVIDER responsible for all losses of COUNTY property.
- RR. Enforcement of "Lock-Door" Policy
All locked doors are to remain locked at all times. PROVIDER'S employees are not allowed to open any doors for anyone.
- SS. Correct Use of Alarm System
If any services performed are deemed not in conformity with the specifications and requirements of this CONTRACT, COUNTY shall have the right to require PROVIDER to perform the services again in conformity with said specifications and requirements at no additional cost to COUNTY.
- TT. Protection of Keys and Alarm Codes
One set of keys will be provided to PROVIDER by COUNTY. PROVIDER shall be fully responsible for the protection of keys and alarm codes. If services at the site are performed after hours, PROVIDER shall be responsible for properly locking the building and to properly set the alarm system.
COUNTY must be notified immediately upon the termination for any reason of an employee performing work under CONTRACT. Should the set of keys allotted to PROVIDER become lost or stolen, or otherwise compromised, PROVIDER shall notify COUNTY immediately. COUNTY reserves the right to have the corresponding locks re-keyed and the alarm codes changed at PROVIDER'S expense.
- UU. Inspection of Equipment Used
All equipment used to perform the required services shall be owned by PROVIDER and is subject to inspection and test prior to and during the performance of CONTRACT by COUNTY to ensure the use of equipment that meets the "standards of the industry," both in safety and suitability as generally recognized and in conformity to established practice in the area of the specific services being performed. Use of unsatisfactory equipment will be considered unsatisfactory performance.
- VV. Disputes
Any dispute relating to CONTRACT after award shall be resolved through good faith efforts upon the part of PROVIDER and COUNTY. At all times, PROVIDER shall carry on the work and maintain his progress schedule in accordance with the requirements of CONTRACT and the determination of COUNTY, pending resolution of any dispute.
- WW. Liquidated Damages – Completion of Contract
In case of failure on the part of the PROVIDER to deliver the product and OR or service within the time specified, or with such additional time as may be granted by the formal action of COUNTY, PROVIDER shall pay to COUNTY, as liquidated damages, \$100.00 per calendar OR business day. This sum shall be considered as reimbursement, in part, to COUNTY for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from PROVIDER or billed to PROVIDER directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

XX. Contract Performance Customer Survey

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

YY. Air Pollution

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

ZZ. Storage of Materials

PROVIDER is responsible for storage of any materials. COUNTY is not responsible for loss or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes. Custodial closet is provided at the site; COUNTY has the right to inspect this area during monthly inspections.

AAA. Cleaning Up

Response time to be on site, for call-out or call-back services in the Las Vegas Valley area shall be within two (2) hours from the time COUNTY'S designated representative calls the 24-hour service. If requested at time of call out or call back, PROVIDER'S representative shall provide an estimated time of arrival to COUNTY'S designated representative. COUNTY will provide PROVIDER with a list of designated COUNTY'S employees authorized to request after-hour services.

BBB. Progressive Plan for Dealing with Poor Performance Related to Janitorial/Housekeeping Efforts

1. COUNTY Housekeeping will perform quality control inspections over the lifetime of the CONTRACT. PROVIDER'S performance will be documented on the Housekeeping Quality Control Inspection Form (a sample is attached as Exhibit F). PROVIDER must receive a passing score of 90 percent or better.
2. PROVIDER may contact COUNTY Housekeeping Representative to discuss any deficiencies received.
3. COUNTY will perform a re-inspection of the facility at COUNTY'S convenience to ensure that deficiencies from failed inspection have been corrected.
4. If PROVIDER fails a reinspection, COUNTY Purchasing Representative will issue a Cause and Corrective Action Notice stating the deficiencies and the timeframe for the correction.
5. Acceptable performance under this CONTRACT shall be deemed as having no more than three (3) failed inspections in a twelve (12) month period regardless of corrections or acceptance after re-inspection. COUNTY may terminate CONTRACT upon the fourth (4th) failed inspection in twelve (12) month period.
6. If PROVIDER is terminated for cause, PROVIDER may be considered non-responsible and be disqualified from bidding or quoting on any COUNTY janitorial / housekeeping business for a period of twelve (12) months from the date of the termination. Any separate contracts for janitorial or housekeeping in place at the time of termination may continue and extensions or renewals may be exercised at COUNTY'S discretion.

CCC. Asbestos Awareness

OSHA 1926.1101(k)(9)(vi) Training for employees performing Class IV operations shall be consistent with EPA requirements for training of local education agency maintenance and custodial staff as set forth at 40 CFR 763.92(a)(1). Such a course shall include 1. Available information concerning the locations of thermal system insulation and surfacing ACM/PACM and asbestos-containing flooring material, or flooring material where the absence of asbestos has not yet been certified; and 2. Instructions in recognition of damage, deterioration, and delamination of asbestos containing building materials. Such course shall take at least two (2) hours.

You are required to provide a copy of the training certificate for the completed course for each employee working on

this Bid. Free classes are offered by OSHA at their Henderson, NV office for up to five people at a time. More information is available at <http://www.4safenv.state.nv.us/>. Asbestos-Containing Material (ACM) will be pointed during the post-award walk-through. A summary of a comprehensive interior asbestos survey will be added as an Exhibit to this Bid describing asbestos containing materials in each building.

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

COUNTY:
CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer
DATE

PROVIDER:
OPPORTUNITY VILLAGE

By: _____
ROBERT M. BROWN
Chief Executive Officer
5/19/2026
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: Sarah Schaerrer
Sarah Schaerrer (Jun 15, 2026 10:48:19 PDT)
SARAH SCHAERRER
Deputy District Attorney
DATE

EXHIBIT A.1
JANITORIAL SERVICES AT GOVERNMENT CENTER & CENTRAL PLANT
SCOPE OF WORK

This contract includes two facilities: Clark County Government Center and Government Center Central Plant.

Man hours of service for these facilities are as follows:

total custodial hours are one hundred ninety-seven hours (197) hours and
total day porter hours are a total of ninety (90) hours.

COUNTY Designated Contact

MICHELE WEEKS
Administrative Specialist
Office: (702) 455-8542
Mobile: (702) 664-5536
Email: Michele.Weeks@ClarkCountyNV.gov

Facility #1: Clark County Government Center

Address: 500 South Grand Central Parkway, Las Vegas, Nevada 89155
Hours Of Operation: Monday through Thursday, 7:30 AM - 5:30 PM

Custodial Services

Days Of Service Five (5) service days per week, Monday through Friday
Hours Of Service To start no earlier than 4:00 PM and to be completed prior to 4:00 AM

Day Porter Services

Days Of Service Four (4) service days per week, Monday through Thursday
Hours Of Service Monday through Thursday, 6:30 AM to 4:30 PM

Building Facts

Net cleanable square footage	Approximately 344,553 square feet
Square footage not serviced	To be determined
Total square footage	To be determined
Carpet	274,944 square feet
Granite	23,120 square feet
Vinyl Composite Tile (VCT)	16,942 square feet
Ceramic Tile (CT)	9,296 square feet
Sealed Concrete	6,859 square feet
Commission Parking and Hallway	5,292 square feet
Outside Covered Areas	4,656 square feet
Loading Dock Area	3,444 square feet

Rooms and Fixtures in Facility

Note: Rooms listed below are subject to change due to operational needs.

260	Offices	1	County Room (Rotunda)
29	Conference Rooms	1	Fitness Center
16	Lobby Vestibule Areas	1	Commission Parking Area
9	Interior Balconies	1	Loading Dock Area
7	Elevators	1	Kitchen Loading Dock Area
6	Outside Smoking Areas	1	Lactation Room
5	Stairwells	2	Amphitheater Dressing Rooms which include
4	Classrooms		Two Restrooms With Two Toilets And Two Sinks
1	Commission Chamber		

- The trash and recycling receptacles are located in the loading dock area.
- All covered areas outside of the building will be kept clear of trash, with ashtrays emptied and outside areas swept daily up to 50 feet from the building entrances and exits.

Required Specifications

- PROVIDER is responsible for ensuring ALL costs are included in accordance with contract specifications.
- Ceramic tile (CT) must be mopped daily, machine scrubbed weekly and must maintain a clean appearance.
- PROVIDER shall clean all windows up to ten (10) feet from the floor or ground, interior and exterior, at least twice per week, during daylight hours.
- PROVIDER is required to clean around every entrance / exit up to fifty (50) feet from the building.
- PROVIDER shall schedule and submit all floor work on a calendar, to be approved by the RPM Housekeeping Contracts Representative prior to work being performed.
- PROVIDER shall provide an approved / inspected auto scrubber floor machine for the cleaning of all hard floor surface areas weekly. This includes all ceramic tile (CT), vinyl composite tile (VCT), and concrete. After cleaning, the floors must be devoid of all grime, dirt, scuffs, scratches, spots, spills, dust bunnies, etc.
- PROVIDER shall ensure that no wax or cleaners are to be used on the granite floors in this building.
- In addition to the above requirements, PROVIDER shall at all times adhere to the attached Housekeeping Service Specifications.

Day Porter Services

- Day Porters, both male and female, are required daily.
- Day Porters will patrol the stairs located within the building to ensure that they remain free of debris or spills.
- Day Porters will patrol and maintain all outside areas surrounding the building within fifty (50) feet of any entrance and / or exit.
- Day Porters shall maintain the overall cleanliness and tidy appearance of all outside, roof-covered (patio) areas.
- Day Porters will respond to custodial service requests made by the customer (end user departments) and / or the RPM Housekeeping Contracts Representative.
- This facility requires a minimum of *nine (9) Day Porters, a minimum of two (2) Day Supervisors and two (2) Night Supervisors.
- PROVIDER'S Day Porter team must include two (2) dedicated employees for window cleaning duties only.
- Carpet cleaning for this facility is to be completed monthly
- COUNTY will provide a schedule to adhere to.
- Total of Nine (9) Day Porters includes: One (1) Porter responsible for each floor (6 Floors), One (1) Porter responsible for lower level, exterior grounds and Central Plant, Two (2) Porters responsible for window cleaning only.

Equipment Required

The following is a minimum list of equipment to be furnished by the PROVIDER. This list is not exhaustive, and additional items may be required to fully perform all custodial duties.

- | | |
|--|--|
| • Custodial Carts - six (6) or more | • Furniture Polish |
| • Vacuums | • Door / Wall Guards |
| • Vacuum Bags | • Blowers / Fans for carpet drying |
| • Filters | • Antibacterial Sanitizer for Public Sanitizer Stations |
| • Gondola Trash Cans | • Paper Products such as toilet paper, paper towels, toilet seat covers, changing table liners, etc. |
| • Trash Can Liners - multiple sizes | • Urinal Screens |
| • Brooms and Dustpans | • Hand Soap - white non-antibacterial preferred |
| • Wide Push Brooms | • Rubber Gloves (for biohazard or solid waste cleanup) |
| • Dust Mops / Rags | • Hose / Pressure Nozzle |
| • High Dusters | • Floor Scrubber for ceramic tile / concrete flooring |
| • Dust Masks for High Dusting | • High Speed Floor Buffer |
| • Wet Mops / Mop Buckets with Wringers | • Carpet Cleaner / Extractor |
| • Wet Floor Signs | |
| • Glass Cleaner / Squeegees | |
| • Gum Removers | |
| • Spray Bottles | |

Paper Product Monthly Supply

Note: This list applies to both Government Center and Central Plant.

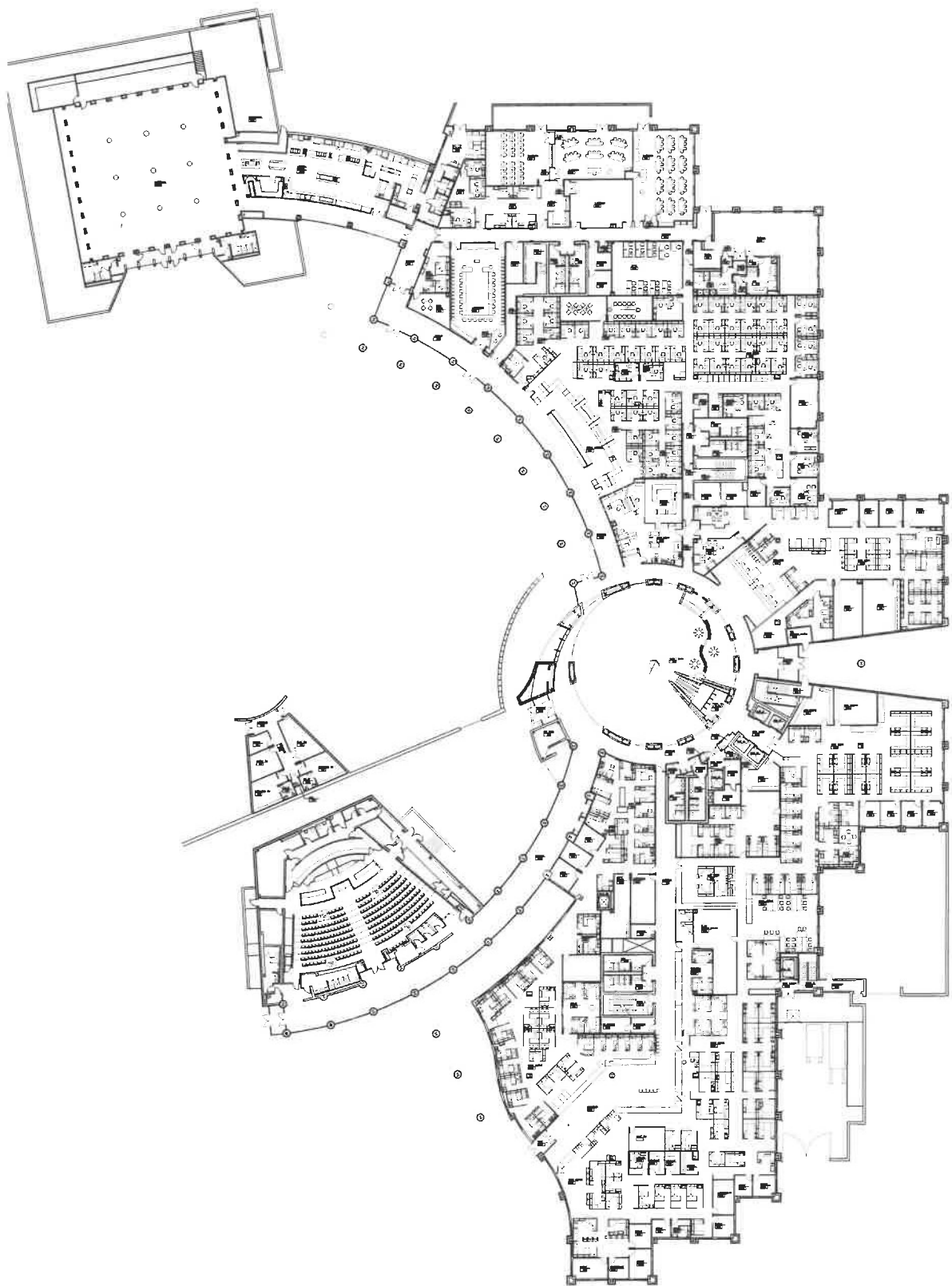
- | | |
|----------------------------|----------|
| • Paper Towels | 70 cases |
| • Toilet Paper | 21 cases |
| • Seat Covers | 4 cases |
| • Trash Liners (XX gallon) | TBD |
| • Trash Liners (XX gallon) | TBD |
| • Liquid Hand Soap | TBD |





BASEMENT
GOVERNMENT CENTER





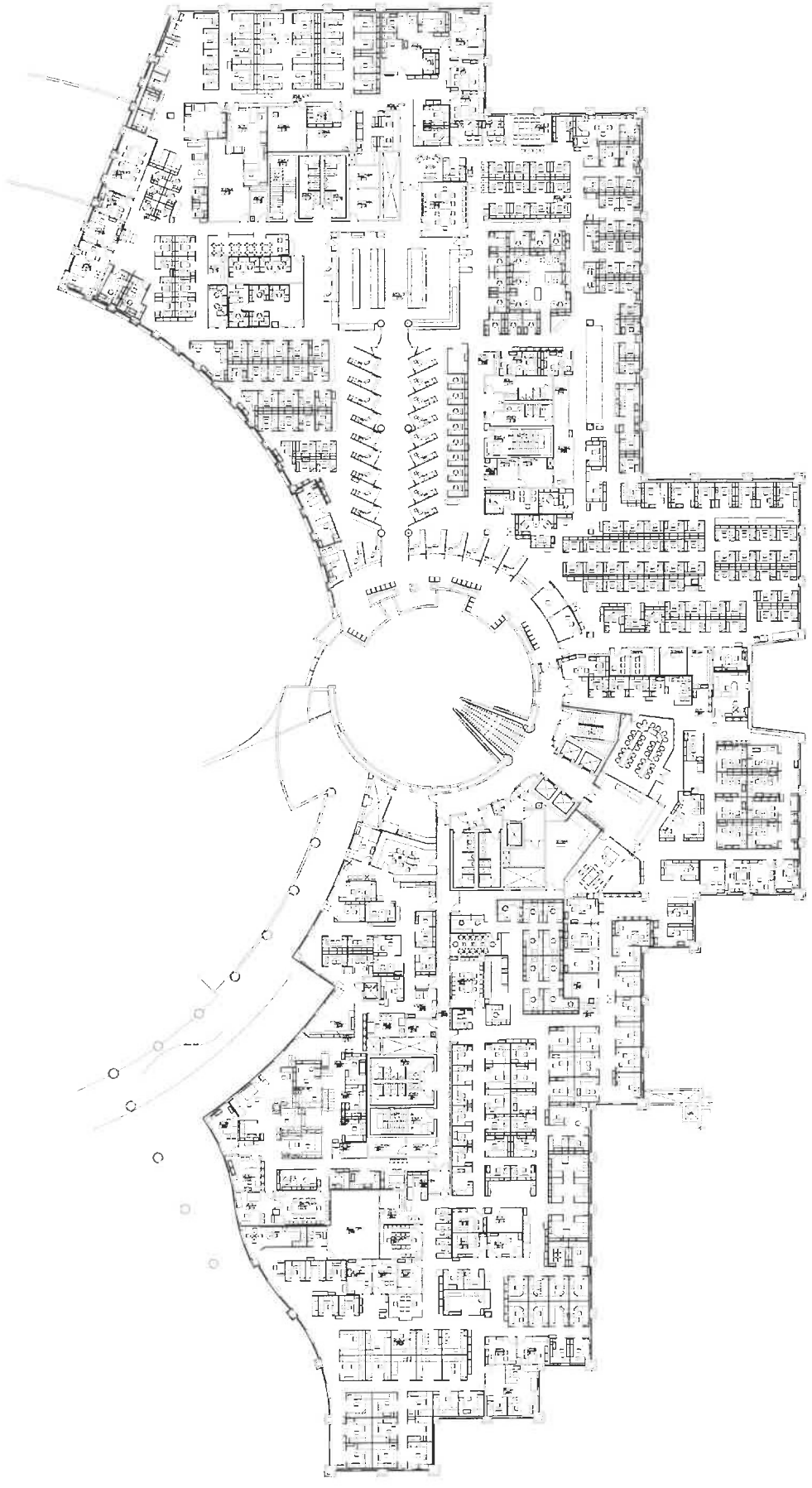
FIRST FLOOR
GOVERNMENT CENTER

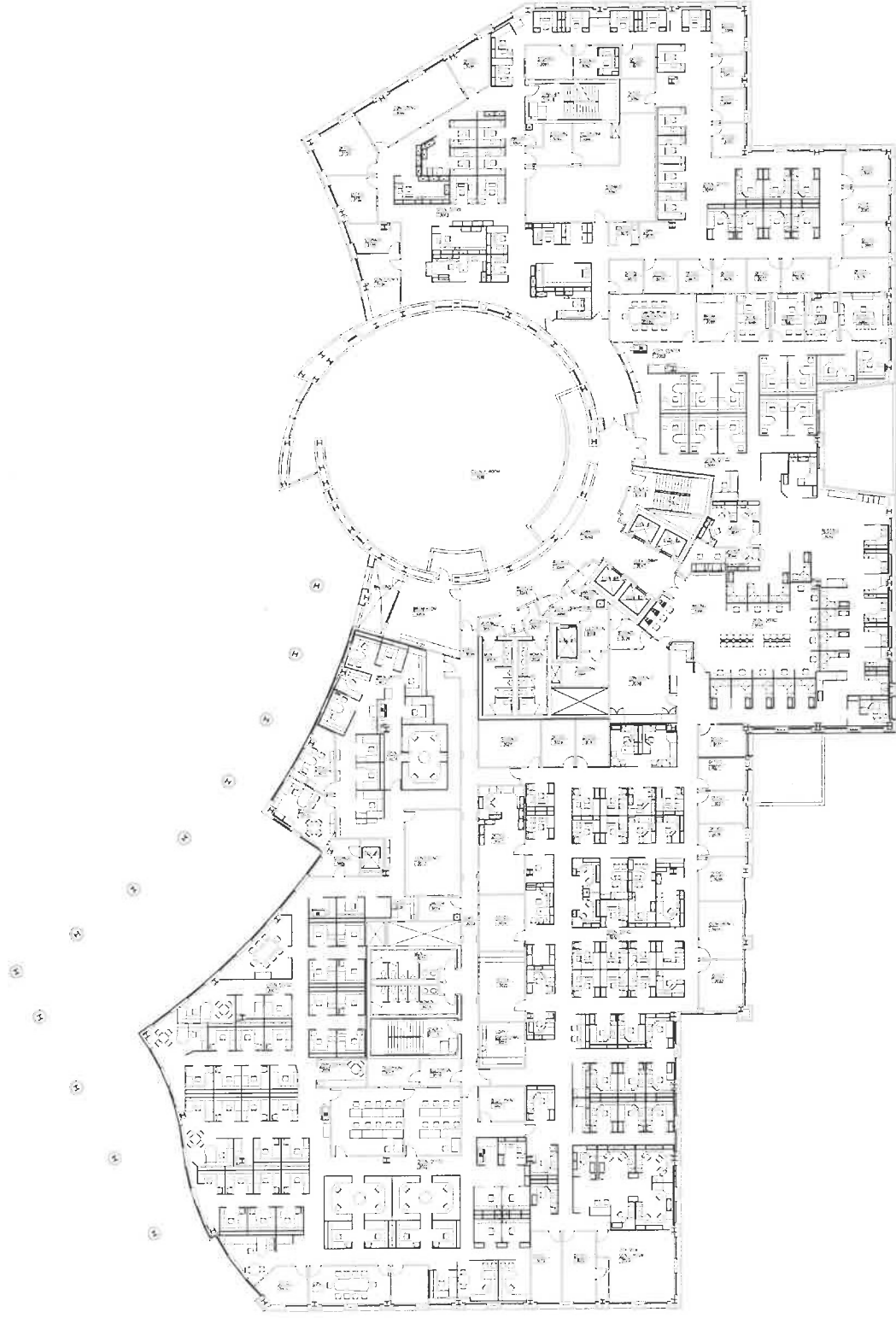
A-1-5

P:\PIU\WORK\CBES\CBES\07-50\Awarded\Contract\07-50-03_01.dwg



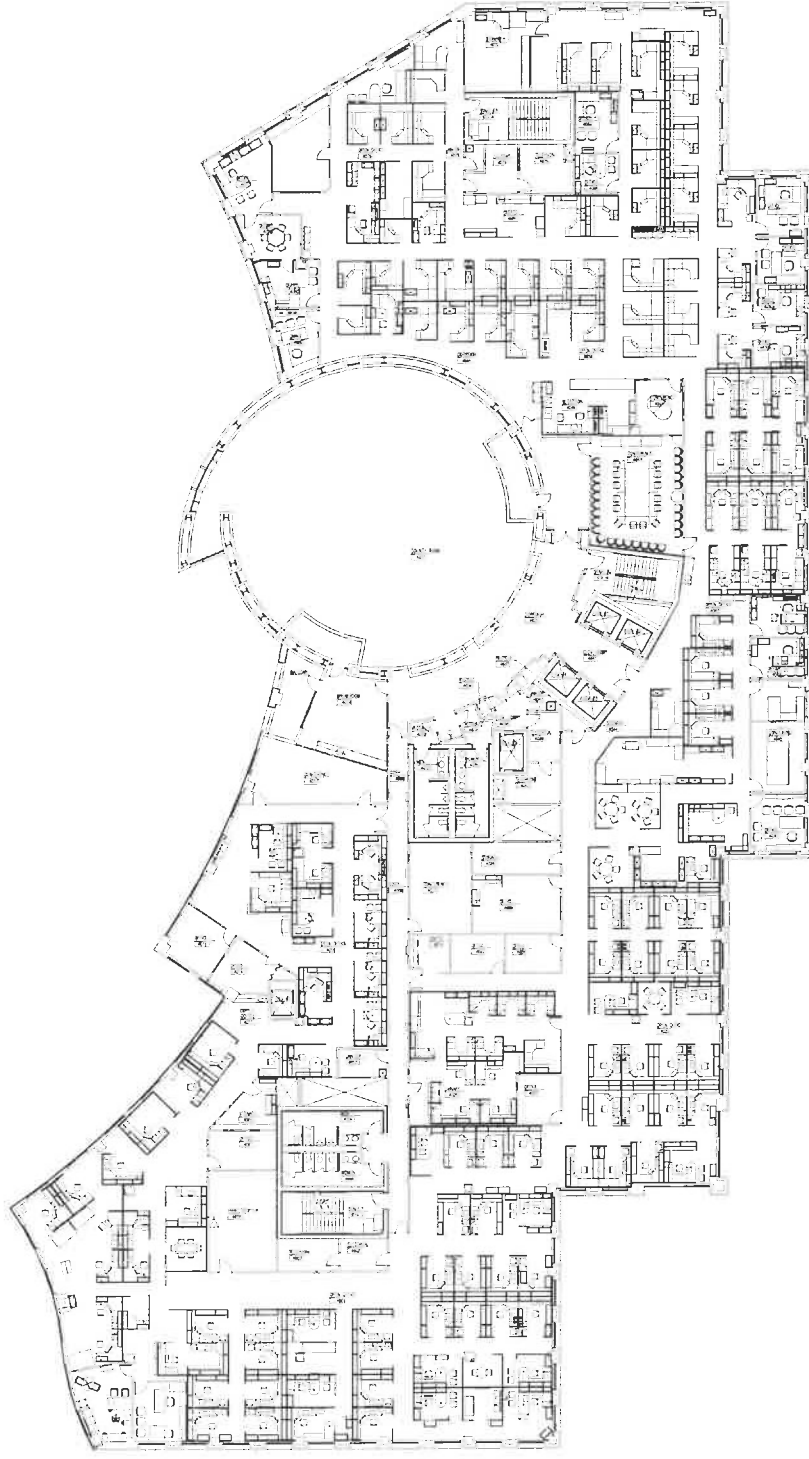
SECOND FLOOR
GOVERNMENT CENTER





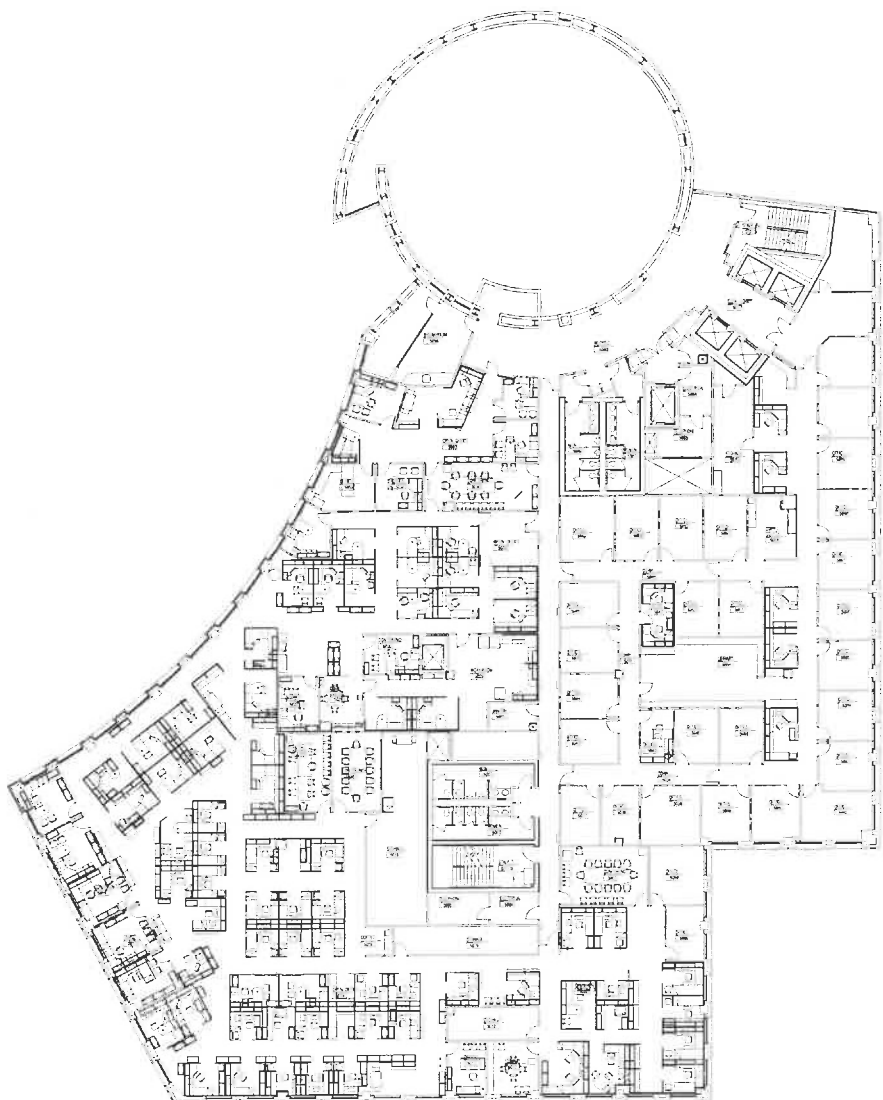
THIRD FLOOR
GOVERNMENT CENTER

A-1-7



FOURTH FLOOR
GOVERNMENT CENTER

A-1-8



FIFTH FLOOR
GOVERNMENT CENTER

A-1-9



SIXTH FLOOR
GOVERNMENT CENTER

A-1-10

P:\P\A_WOR\CBES\0203\0700\00\Awarded Contracts\0700-20_aci.docx

EXHIBIT A.2
JANITORIAL SERVICES AT GOVERNMENT CENTER & CENTRAL PLANT
SCOPE OF WORK

FACILITY #2: Government Center Central Plant

Address: 500 South Grand Central Parkway, Las Vegas, Nevada 89155
Hours Of Operation: Monday through Thursday 6:00 AM - 5:30 PM

COUNTY Designated Contact

MICHELE WEEKS
Administrative Specialist
Office: (702) 455-8542
Mobile: (702) 664-5536
Email: Michele.Weeks@ClarkCountyNV.gov

Custodial Services

Days Of Service Five (5) service days per week, Monday through Friday
Hours Of Service To start no earlier than 1:00 PM and to be completed prior to 3:00 AM

Day Porter Services

Days Of Service Four (4) service days per week, Monday through Thursday
Hours Of Service Monday through Thursday, 6:30 AM to 4:00 PM

Building Facts

Net Cleanable Square Footage	3,673 Square Feet
Square Footage Not Serviced	8,657 Square Feet
Total Square Footage	12,330 Square Feet
Luxury Vinyl Tile (LVT)	2,900 Square Feet
Ceramic Tile (CT)	422 Square Feet
Carpet	351 Square Feet

Rooms And Fixtures In Facility

Note: Rooms listed below are subject to change due to operational needs.

- 5 Offices
- 1 Lobby
- 1 Break Room with 1 Refrigerator
- 1 Conference Room
- 1 Fire Extinguisher
- 1 Water Fountain with 1 Bottle Filler
- 2 Restrooms with 3 Toilets, 1 Urinal, 3 Sinks and 2 Sets of Lockers
- 1 Shower Room / Custodial Closet

Windows

- Interior & exterior windows - 442 square feet
- The trash and recycling receptacles are located at the loading dock of the Government Center.
- Trash cans in the shop must be emptied.

Required Specifications

- PROVIDER is responsible for ensuring ALL costs are included in accordance with contract specifications.
- PROVIDER shall clean all windows up to ten (10) feet from the floor or ground, interior and exterior, at least twice per week, during daylight hours.
- PROVIDER is required to clean around every entrance / exit up to fifty (50) feet from the building.
- PROVIDER shall schedule and submit all floor work on a calendar, to be approved by the RPM Housekeeping Contracts Representative prior to work being performed.
- PROVIDER shall provide an approved / inspected auto scrubber floor machine for the cleaning of the granite floors in this building and shall ensure that no wax or cleaners are to be used on the granite floors in this building.
- Ceramic tile (CT) must be mopped daily, machine scrubbed weekly and must maintain a clean appearance.

- In addition to the above requirements, PROVIDER shall at all times adhere to the attached Housekeeping Service Specifications.
- Carpet cleaning for this facility is to be completed monthly. County will provide a schedule to adhere to.

Paper Products Monthly Supply

Note: This list applies to both Government Center and Central Plant.

- | | |
|----------------------------|----------|
| • Paper Towels | 70 cases |
| • Toilet Paper | 21 cases |
| • Seat Covers | 4 cases |
| • Trash Liners (XX gallon) | TBD |
| • Trash Liners (XX gallon) | TBD |
| • Liquid Hand Soap | TBD |



GOVERNMENT CENTER CENTRAL PLANT

500 S GRAND CENTRAL PKWY, LAS VEGAS 89101

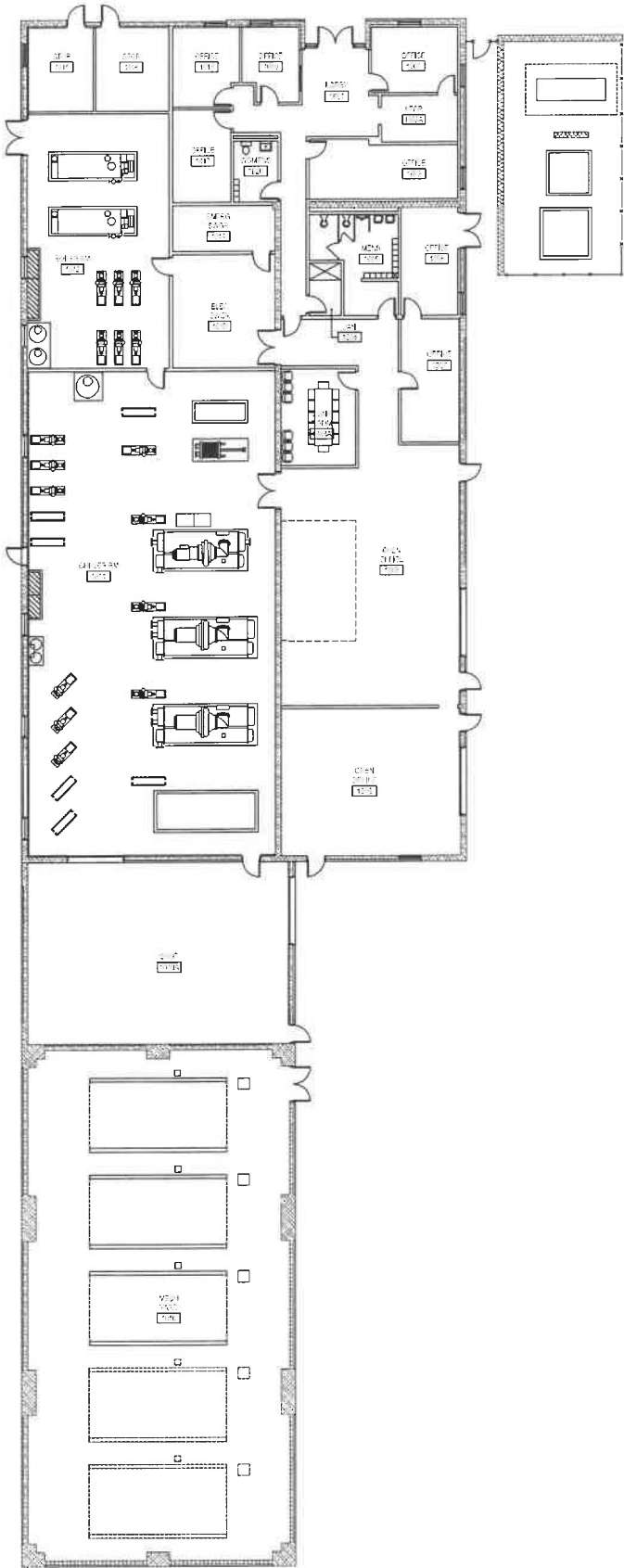


EXHIBIT A.3
JANITORIAL SERVICES AT GOVERNMENT CENTER & CENTRAL PLANT
HOUSEKEEPING SERVICE SPECIFICATIONS

1. SAFETY DATA SHEETS

PROVIDER shall provide Safety Data Sheets (SDS) that comply with OSHA Title 29 CFR, section 1910.1200 for all chemicals intended for use in Clark County facilities. Additionally, PROVIDER is responsible for ensuring that legible copies of these SDS are made available at Clark County facilities. If new chemical products are introduced or new custodial employees are hired, PROVIDER is responsible for reviewing the SDS with employees and ensuring that all employees understand and are trained in the safe use of all materials. The SDS must be legible, and printed in English and Spanish, and available in a format to accommodate those who are unable to read. Only SDS for chemicals / cleaners used on-site are to be displayed. Complete booklets of all industry SDS sheets are not acceptable. The SDS should match the manufacturer, model number, etc. of the label on the container. A generic version is not acceptable.

- A. All containers of cleaning material must be properly labeled per Nevada OSHA requirements.
- B. PROVIDER shall be responsible for any fines imposed by Nevada OSHA for their lack of performance regarding SDS sheets.

2. CHEMICALS

- A. All chemicals and floor finishes, i.e., cleaning materials, scouring powders, etc. shall be labeled and identified as to content and shall be transported or placed at eye level or lower to prevent the accidental spilling into the eyes or face.
- B. PROVIDER shall be held liable for all charges incurred to COUNTY as a result of any chemicals that are inadvertently left on COUNTY'S property at the end of the contract or termination thereof, in which COUNTY must pay for the removal and disposal of PROVIDER'S materials. COUNTY will deduct the expense incurred from PROVIDER'S final payment.
- C. PROVIDER shall be held liable for all charges incurred to COUNTY for any damages caused by using a toxic chemical or a chemical not compatible with the cleaning purpose / building materials.
- D. Chemicals used must meet OSHA guidelines. All bottles / containers must have a manufacturer's label or Safety Data Sheet (SDS) attached.
- E. Under no circumstances should one (1) chemical be mixed with a different chemical unless specifically instructed to do so by the manufacturer.
- F. Chemicals are only to be used for the purposes intended and stated in the manufacturer's instructions.
- G. COUNTY shall have the right to require PROVIDER to change a chemical if it is not agreeable / compatible.
- H. Chemicals used for disinfection purposes can only be used for the specific applications identified on the product label and must be on the appropriate EPA-registered disinfectant list per Federal regulations. For example, chemicals used to kill COVID-19 virus must meet the EPA's criteria for this use which is found on their List N. See website below for more information.
<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>
- I. All chemicals and equipment must be provided by the PROVIDER, unless otherwise indicated.
- J. PROVIDER must provide soap needed for filling facility dispensers. Soap should be provided according to dispensing machine. No antibacterial soap is to be used in COUNTY facilities. For touchless dispensers, fragrance free foaming hand soap is to be used.

3. FILLABLE PRODUCTS

PROVIDER must provide fillable products for the facility, to include:

Toilet Tissue	Georgia Pacific, Kimberly Clark, or equal, two-ply, 1000 sheets per roll, 96 rolls per case, 4 ½ " x 4 ½ " made of 100% recycled materials of which 20% must be post-consumer material.
Paper Towels	Georgia Pacific, Kimberly Clark, or equal, multi-fold, 9 ½ " x 9 1/8 " sheets, made of 100% recycled materials of which 40% must be post-consumer material, approximately 4,000 sheets per case.
Seat Covers	SCA, Kimberly Clark, or equal, half-fold, 20 packages of 250 per case of which 20% must be post-consumer material.
Liners	PROVIDER will supply appropriately sized trash receptacle liners and sanitary napkin disposal receptacle liners.
Urinal Screens	PROVIDER will supply urinal screens and urinal cakes. Urinal screens must be dated.
Miscellaneous	PROVIDER will supply baby changer liners and urn sand to fill ash trays, where applicable.

4. FLOOR CARE EQUIPMENT

- A. All vacuum cleaners shall have an enclosed hard case with a disposable true HEPA bag system (Certified Green) or a HEPA filter for the exhaust air. Vacuum cleaners shall not be emptied or cleaned inside any COUNTY facility.
- B. PROVIDER shall supply, as required by COUNTY, vacuums, burnishers, buffers, etc. necessary for the maintenance and care of flooring at any COUNTY facility.
- C. PROVIDER shall supply and utilize a truck mounted carpet cleaning unit for any one-story (1) or two-story (2) COUNTY facilities.
- D. No propane powered equipment is to be stored or used in any COUNTY facility.

5. SAFETY

- A. PROVIDER shall be responsible for instructing their employees to follow all OSHA standards. Personnel will not place or use mops, brooms, or any equipment in traffic lanes or other locations in such a manner as to create safety hazards. PROVIDER'S employees shall provide, place, and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or waxing operations.
- B. PROVIDER shall use Caution signs as required by OSHA guidelines and all such signs shall be furnished at no cost to COUNTY. Signs shall be in English and Spanish. The sign type shall be made of rugged plastic in a bright color for easy viewing and hinged at the top. OSHA safety requirements will be complied with in all activities.
- C. PROVIDER'S staff shall be trained as needed for basic life safety issues, such as but not limited to fire alarm evacuation procedures, bomb threats, etc.
- D. PROVIDER'S staff shall follow instructions on all warning labels and take steps necessary for safe use of all products.
- E. PROVIDER shall be required to wipe all their equipment with clean cloth after each use and follow OSHA standards on any situations involving infectious waste.
- F. All PPE required by specifications detailed in the SDS sheets must be utilized while servicing the facility and any and all PPE must be provided by the PROVIDER.

6. SUBMITTAL OF INVOICES

PROVIDER shall submit invoices for services provided.

- A. Invoices need to include the number of supplies used for monthly service i.e., the number of cases of toilet paper, paper towels, seat covers, soap, baby changer liners, trash liners, sanitary liners, etc
- B. Invoices must be directed to: Michele.Weeks@ClarkCountyNV.gov, Denise.Carlopoli@ClarkCountyNV.gov, RPMHousekeeping@ClarkCountyNV.gov

7. ANNUAL WORK PLAN

PROVIDER shall provide a work plan for work to be performed, within (15) calendar days after contract award or extension date, to the RPM Housekeeping Contracts representative(s) as specified. The work plan must include the dates that periodic work will be completed for the six (6) month period. This work plan shall also include all floor work and/or pressure washing, if applicable, scheduled according to contract terms. Specific dates for work schedules must be provided by the PROVIDER to RPM Housekeeping representative(s). Work orders for the work plan will be emailed to the PROVIDER, prior to the date(s) specified in the work plan.

8. WORK ORDERS

A. Submitting Work Orders

PROVIDER shall submit work orders pertaining to their facility, and must include location information (which facility) and location within facility (i.e., 1st Floor Women's Restroom, etc.), issues or deficiencies (i.e., clogged toilet, light not working, etc.), picture(s), if possible.

These work orders are to be submitted to emails listed below:

RPOperationsWO@ClarkCountyNV.gov;
CC: RPMHousekeeping@ClarkCountyNV.gov, Michele.Weeks@ClarkCountyNV.gov,
FalconJ@ClarkCountyNV.gov

Or call (702) 455-8580

B. Receiving Work Orders

Work orders with the facility deficiencies will be emailed to the PROVIDER. PROVIDER is required to acknowledge receipt of any work order within thirty (30) minutes on business days of service and address the request within two (2) hours on non-business days of service.

Upon completion, PROVIDER must reply to original work order email stating that the issue has been resolved, with photographs and / or video, if possible.

PROVIDER shall send an email to:

RPOperationsWO@ClarkCountyNV.gov;

CC: RPMHousekeeping@ClarkCountyNV.gov, Michele.Weeks@ClarkCountyNV.gov, FalconJ@ClarkCountyNV.gov

C. Work Orders For Scheduled Floor Care

PROVIDER must acknowledge receipt of work order email within two (2) hours.

PROVIDER shall complete floor care and / or power washing as scheduled.

Upon completion, PROVIDER must reply to the original work order email stating that floor care or other scheduled work has been completed, with before, during and after photographs and / or video. Photos and/or video must include documentation of PROVIDER'S equipment in use. Photos and / or video must be clearly labeled to indicate the following: date and time of work being performed; location of work being performed; whether photo and / or video is before, during or after completion of work.

Work is not completed until photo and / or video documentation has been submitted by the PROVIDER and accepted by RPM Housekeeping Contracts Representative.

PROVIDER shall send an email to:

RPMHousekeeping@ClarkCountyNV.gov

CC: Michele.Weeks@ClarkCountyNV.gov, FalconJ@ClarkCountyNV.gov

D. Requests For Additional Services

PROVIDER must acknowledge receipt of request email within two (2) hours. PROVIDER shall complete the service as requested.

Upon completion, PROVIDER must reply to the original request email stating that service has been completed, with before, during and after photographs and/or video.

Photos and/or video must include documentation of PROVIDER'S equipment in use. Photos and/or video must be clearly labeled to indicate the following: date and time of work being performed; location of work being performed; whether photo and / or video is before, during or after completion of work.

Work is not completed until photo and / or video documentation has been submitted by the PROVIDER and accepted by RPM Housekeeping Contracts Representative.

PROVIDER shall send an email to RPMHousekeeping@ClarkCountyNV.gov

Cc: Michele.Weeks@ClarkCountyNV.gov, FalconJ@ClarkCountyNV.gov

At no time will PROVIDER or any member of PROVIDER'S staff advise COUNTY facility employees or customers to contact PROVIDER or any member of PROVIDER'S staff directly for custodial and / or maintenance related requests. COUNTY facility employees or customers with custodial and / or maintenance requests must utilize the Work Order system for any custodial and / or maintenance requests.

9. EMERGENCIES

In the event that the PROVIDER encounters any emergency situation at a COUNTY Facility (i.e. floods, issues securing the facility, etc.), the PROVIDER must contact:

COUNTY Department of Public Safety at: (702) 455-5911.

This phone line is monitored twenty-four hours per day, seven days per week (24/7).

10. HOUSEKEEPING INSPECTIONS

The inspection procedures will be followed to ensure the cleaning specifications are being adhered to. The designated inspector, who will complete the "Housekeeping Quality Control Inspection Form", will conduct inspections. A score will be determined based on the Quality Definitions (i.e.: Excellent, Good, Fair & Poor).

The inspector must make specific written comments for any items listed as below Good. The inspector will provide photos to the contractor of all the deficient conditions noted on the form. A copy of the form will be emailed to the PROVIDER.

- A. PROVIDER must acknowledge receipt of all inspection forms within two (2) hours of receipt of inspection completion email. Deficiencies must be remedied upon the next scheduled service.
- B. PROVIDER must sign and return all failed inspection forms within the next business day of receipt of failed inspection email. All failed inspection forms will be clearly marked with a due date and time indicated for the return of your signed failed inspector form.
- C. Scores between 89.99% and 00.00% are failing and will require a complete re-inspection of the facility's cleanable square footage.
- D. Custodial Closet Inspection
 - Custodial closets will be inspected at the same time as the facility's cleanable square footage.
 - Non-COUNTY approved signage, logos, etc. shall not be posted in the facility.
 - Vendor appliances, food items, drinks, furniture, etc. are not permitted in COUNTY custodial closets. Minimum three (3) foot clearance is required around the water heater, electrical / fire alarm service panels, IT racks and fire sprinkler risers.
- E. Second And Third Notices Of Deficiencies
 - A work order will be emailed to PROVIDER advising of the second and third notices on inspections.
 - PROVIDER must follow work order procedure as outlined in this document.
 - Deficiencies that have not been resolved may result in a failed inspection.
 - Upon a third notice of negligence on the same deficiency, PROVIDER will be required to meet with a COUNTY custodial staff member at the facility to correct the deficiency during COUNTY business hours.

11. MINIMUM CLEANING STANDARDS

- A. Day Porter Duties (If Applicable)
 - PROVIDER shall provide the day porter(s) with a cell phone, which the porter will carry while on duty.
 - PROVIDER shall provide the on-site supervisor with the phone number of the day porter(s).
 - The porter(s), or any of PROVIDER'S staff that will be servicing COUNTY facilities during business hours, must be capable of clear communication in the English language.
 - Overnight custodial crews must have at least one (1) person capable of clear communication in the English language.
 - The day porter will be responsible for ensuring restrooms and kitchens / break rooms are kept clean and stocked (toilet paper, paper towels, soap, seat covers and baby changer liners).
 - The porter will sweep and mop any spills, spot clean all glass doors and windows (up to ten [10] feet from the floor), clean and disinfect restrooms, respond to any applicable custodial requests made by the customer (facility) and / or COUNTY custodial representative.
 - The porter will empty trash cans, vacuum, sweep, mop, and dust.
 - The porter will maintain a clean and well-stocked facility.
- B. Day Porter Man Hour Reports
 - Provider shall email to RPM, a monthly report of man hours worked to Michele Weeks at Michele.Weeks@ClarkCountyNV.gov, and to Jose Soto-Falcon at FalconJ@ClarkCountyNV.gov.
 - The monthly report shall contain: the employee's name, days of service and hours per service.
- C. It is the intent of the Clark County Department of Real Property Management, Housekeeping Division, that all premises be maintained at a high standard of cleanliness. The following standards are the acceptable minimum level of service. Cleaning frequencies set forth in these specifications are minimum guidelines for specific areas, dependent upon type and frequency of use. Clean surfaces with a cleaning or disinfecting product (with the exception of electrical equipment). All hard surfaces and touch points must be wiped down numerous times a day / shift; this includes buttons, door handles, knobs, elevator lobbies, elevator cars, entrance / exit door entries, light switches, glass or plexiglass counter dividers, etc. Hard surfaces and / or touch point surfaces (except elevator buttons) must be cleaned with soap and warm water first and then disinfected with an approved type N disinfectant.

12. GENERAL: CLEANING SPECIFICATIONS

A. RESTROOMS

Restroom cleaning is the highest priority in COUNTY buildings. All restrooms and shower rooms are to be cleaned and serviced as specified.

- Urinals, toilets, mirrors, and sinks are to be cleaned with approved cleaners and disinfectants.
- Floors in these rooms shall be mopped with an approved disinfectant and cleaner, which will not harm or remove special floor finishes.
- Toilets and urinals are to be cleaned with quality materials using techniques that will remove and prevent any formation of encrustation or stains under lids, ledges, or rims without harming the finish.
- Towel dispensers, soap dispensers, toilet paper dispensers, seat cover dispensers and baby changer liner dispensers shall be checked and refilled to a full level daily.
- Overstock of refillable supplies must be kept in the custodial closet.
- The term "clean," as defined here, shall mean that no film, odors, stains, dust, lint, or spots can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixtures within the restroom.
- The use of highly scented disinfectants, objectionable or odoriferous cleaners, air fresheners, and deodorant blocks shall not be permitted.

B. OFFICE AREAS

- General cleaning of office areas shall include the removal of trash from trash receptacles.
- Other waste material labeled as trash, up to seventy pounds (70 lbs.) in weight, must also be taken to the dumpster location.
- General cleaning of office areas includes, but is not limited to; wiping down all hard surfaces and touch points, glass cleaning, and removal of dust, soil, stains, smudges, and marks from furniture, walls, and partitions.

C. FLOOR CARE

- Floors shall be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors and surrounding office equipment shall be left in a clean, orderly, and safe condition.
- Floors, at all times, shall pass a slip-resistance test by at least a three and a half (3.5 lb.) pound pull.
- Upon completion of daily and weekly routine work, floors shall be free of dirt, dust, film, streaks, debris, and standing water, and shall present a uniform appearance when dry.
- Floor finish is understood to be used as a sealer and as a safety (non-slip) factor. Finish shall be applied only to appropriate areas free of residual dirt and buildup.
- Safety precautions and procedures, designed to prevent damage to COUNTY'S property, are to be exercised and followed.
- All floor work for locked offices must be scheduled with RPM Housekeeping Contracts representative, to ensure that the carpet is regularly maintained.
- Provider must notify RPM Housekeeping Contracts representative if any area of service is regularly locked, preventing vendor from servicing the area as required by contract.
- Specialized flooring will be maintained following manufacturer specifications for daily, weekly, monthly and annual cleaning.

a. Carpet Cleaning

Carpet must be deep cleaned four (4) times a year, unless otherwise specified by contract.
Frequency: Work shall be performed in January, April, July and October.

I. Vacuum Cleaners

- Vacuum cleaners must be under Carpet and Rug Institute (CRI) Seal of Approval / Green Label Program.
- Vacuum cleaners are required to have Carpet and Rug Institute (CRI) Seal of Approval through their Green Label Certification Program.
- Dual motor upright vacuums with top-loading dust bags and HEPA filters are to be used in COUNTY facilities.
- Vacuum cleaners must not be emptied or cleaned inside any COUNTY facility.

II. Hot Water Extraction

Hot water extraction is the required method for removing heavy soil and residue from carpeting. The hot water extraction method injects a solution into the carpet. The injected solution suspends the soil and contaminants in the solution for easy removal by the built-in vacuum system. It is important that all vacuum extraction machines are in motion when the solution spray head is activated, to prevent flooding the surface of the carpet. NOTE: It is required that water temperature ranges between 110° and 140° F.

III. The Required Technique

- Prepare the carpet by vacuuming with a CRI Green Label vacuum, applying a pre-spray appropriate for carpet using electric or pump type sprayer. The pre-spray application must be over the entire carpeted surface, not just the traffic lanes.

- Agitate the pre-spray with a rotating brush, low moisture applicator.
- Allow fifteen (15) minutes of dwell time.
- Operate the floor wand or self-contained extractor by engaging the solution valve or button and pulling or pushing the equipment for approximately three (3) to five (5) feet (or at a comfortable distance).
- Release the solution valve before reaching the end of your pass to assure that you vacuum up all the solution.
- Cover the same area two (2) or three (3) times both with solution and without solution (suction only) to remove as much soil and moisture from the carpet as possible.
- Overlap each stroke approximately two (2) inches on the area already cleaned and proceed as described above.
- Make several additional passes with the solution valve off to remove as much moisture from the area as possible, always being careful not to over-wet the carpet.
- For heavily soiled high-traffic areas this procedure can be repeated until the extracted water is relatively clear.
- Make sure to use drying fans (air movers) on wet areas during and after cleaning to allow the carpet to dry completely.
- Wipe down all baseboards and overspray with a cloth.

NOTE: Drying times will vary based on internal and external environmental conditions. Plan on a minimum of three (3) hours under normal conditions. Do not allow foot traffic on the carpet until dry. Allowing foot traffic before carpet is dry can cause fiber damage and rapid re-soiling. Air mover, blower fans are required to be used to help decrease drying time.

NOTE: Cleaning of track out. Track out is the transition from carpet to tile or another floor surface that poses a slip hazard. Walk off mats or drop cloths must be used to contain any and all wetness from carpet cleaning.

IV. Cleaning Solutions

Always follow the manufacturer's recommended guidelines for using cleaning solutions. Some carpet cleaning solutions are very harsh and can damage the carpet fiber. Do not use carpet cleaning products with pH levels over 9.5 and products that contain toxic or flammable solvents. Do not use oil-based defoamers of any kind. Detergents designed for use in hot water extraction equipment must not contain an oil-based defoamer and caution must be used with the amount of detergent added. In addition, cleaning solutions containing optical brighteners must not be used. Optical brighteners can adversely affect the coloration of carpet and lead to premature aging or yellowing of the carpet.

V. Stains

Through proper identification, stains can be correctly removed by looking at them in five (5) categories. These categories are organic stains, synthetic stains, petroleum stains, protein stains and mystery stains. Through the process of oxidizing, metabolizing, dissolving and reduction, additional time and attention is required to achieve success.

VI. Deodorizers

Under no circumstances are carpet deodorizers or air fresheners to be used in COUNTY facilities.

b. Polished Concrete Floor (if applicable)

Weekly use of a burnisher to restore gloss is required. Use of a neutral cleaner is recommended. No standing water should be left on floor for any length of time.

c. Vinyl Composite Tile (VCT) (if applicable)

Vinyl composite tile (VCT) is to be stripped and waxed four (4) times a year, unless otherwise specified by contract, followed by burnishing or buffing the VCT tile with a high-speed buffer, according to contract specifications. Service is not complete until floor has been burnished or buffed. Once floor gets scuff marks or loses shine a high speed buffer is required to be used to bring back high gloss look.

d. Luxury Vinyl Tile (LVT) (if applicable)

Luxury Vinyl Tile (LVT) is to be scrubbed four (4) times a year, unless otherwise specified by contract.

e. Mondo Gym Floor (if applicable)

Dust mop or vacuum any dirt or debris daily. Auto-scrubber - 300 rpms or equivalent to be used with a neutral cleaner. A green pad or equivalent is recommended. Rinse floor thoroughly and vacuum all water up.

f. Wood Gym Floor (if applicable)

Dry dust mop daily with no chemicals added. Wipe up any spots, liquid spills and / or water, from the floor with a lightly damp soft cloth (microfiber) and a neutral cleaner. No auto scrubbers are to be used. For any excessive staining (ex: chewing gum, red liquids, etc.), please submit a work order to be sent to COUNTY Custodial Representative(s), for approval prior to commencing any work.

g. Terrazzo Floor (if applicable)

Sweep, dust mop, or vacuum the floor daily. Spot mop as needed. Clean any spills immediately. Damp floor mopping must be done daily with a neutral cleaner. Auto scrubber to be used weekly with a white pad or equivalent. Floor must be burnished weekly with a white pad or equivalent. Floor is to be resurfaced one (1) time per year with wax. Floor must be burnished within seventy-two (72) hours after waxing. Frequency: Work shall be performed in January.

h. Rubber Gym Floor

- Damp floor mopping must be done daily with a neutral cleaner.
- Dust mop or vacuum the floor daily.
- Spot mop as needed, while cleaning any spills immediately.

D. WINDOWS

All windows are to be cleaned to acceptable industry standards up to ten (10) feet from the floor. All interior windows will be spot cleaned daily. Ground floor exterior, and all interior windows, up to ten (10) feet from the floor, will be cleaned at least once per week.

E. AIR CONDITIONING AND HEATING REGISTERS

All air conditioning and heating registers are to be kept clean and free of dust, webs, and build-up, to a height of up to ten (10) feet from the floor.

F. WALLS AND DOORS

All walls and doors are to be kept clean and free from spots and handprints, up to ten (10) feet from the floor. Walls and doors are to be wiped down with a cloth using an approved disinfectant or cleaner. Door kick plates and door thresholds must be kept clean.

G. ELECTROSTATIC SPRAYERS

- Electrostatic sprayers must be used at any location that has been provided with one.
- Electrostatic sprayers are to be utilized in general office areas, restrooms, and breakrooms.
- COUNTY will provide training and a demonstration, if applicable.

13. DETAILED INSTRUCTIONS

A. GENERAL OFFICE AND PUBLIC AREAS

- i. All hard surfaces and touch points must be wiped down including buttons, door handles, knobs, entrance / exit door entries, light switches, glass or Plexi-glass counter dividers, etc.
- ii. Cleaning of all computers, mice, mouse pads, and phones are **not** included in this contract.
- iii. Shredder wastebaskets will be emptied and cleaned as described in the daily schedule below. The shredding machine shall be turned off or unplugged when performing housekeeping maintenance. Removal of shredding is to include keeping the surrounding area free of shredding debris.
- iv. Only dispose of items that are in trash receptacles. Items outside of receptacles, up to seventy (70) pounds (lbs.) in weight, can be discarded if marked "TRASH". When the custodial service provider is in doubt, the supervisor must be contacted.
- v. The area surrounding the on-site dumpster and trash / recycling enclosure must be maintained to be free of trash and debris. Dumpsters and recycling containers in this area must not be overfilled. Vendor must

notify RPM Housekeeping Contracts representative if the location regularly has more trash than the dumpsters and recycling containers can hold.

- vi. To prevent airborne dust particles, dusting should be accomplished with a dusting rag or cloth rag dampened with appropriate chemicals or water. Dusting with a duster should only be used where there are fragile items or for areas where there is not adequate room to maneuver the dusting rag. The duster must capture the dust and not just move it.
- vii. At no time will office equipment be turned off or unplugged in order to plug in housekeeping equipment or other items when performing housekeeping maintenance.
- viii. If there is sufficient dust to require a broom to clean, the airborne dust should be suppressed with a sweeping compound, such as Kleen Sweep or a comparable product.

1. DAILY

- i. Elevators are to be cleaned, including elevator floors and walls. The buttons and button panels are to be cleaned with an approved type N disinfectant. Do not hold or block the elevator doors open, ever.
- ii. Wastebaskets and trash receptacles are to be emptied and lined with plastic bags. Wastebaskets are to be cleaned before placing new liners. Dirty and / or torn liners must be removed daily and replaced with the correct sized liner.
- iii. Ashtrays and sand urns are to be cleaned and refilled with sand.
- iv. Fingerprints must be cleaned from all exposed cleanable surfaces up to a height of ten (10) feet from the floor. This task should be accomplished in a manner that does not disturb any of the objects that are on the surface. A complete cleaning and polishing of the surface shall be done any time the surface is clear of all objects.
- v. Water fountains and bottle fillers are to be cleaned, disinfected, and polished.
- vi. All carpeted traffic areas including hallways, elevators, unlocked offices, executive offices, and lobbies are to be vacuumed and spot cleaned. All carpeted areas beneath desks, tables, and other furniture are to be completely vacuumed and spot cleaned. Vacuuming is a high priority task. Carpeted floors must have no visible debris on a daily basis.
- vii. All floor areas are to be dust mopped and damp mopped. If there is sufficient dust to require a broom to clean, the airborne dust should be suppressed with a sweeping compound, such as Kleen Sweep or a comparable product. This includes all restroom floors, vinyl composite tile (VCT), ceramic tile (CT), sports flooring, weight room flooring, fitness room flooring, rubber ramps, luxury vinyl tile (LVT), hardwood and daycare floors.
- viii. Daily use of an auto-scrubber on polished concrete floors, to restore gloss, is required. Use of a neutral cleaner is recommended. No standing water should be left on the floor for any length of time.
- ix. All rubber / carpeted mats are to be vacuumed, and spot cleaned.
- x. All interior glass, partition glass / plexiglass and glass doors are to be spot cleaned.
- xi. All stairwells are to be kept free of trash and debris and cleaned.
- xii. Cobwebs are to be removed, up to ten (10) feet from the floor.
- xiii. Doors are to be secured, and unnecessary lights turned off when work is completed in the immediate area, unless otherwise instructed.
- xiv. Liners in all exterior trash receptacles within ten (10) feet or near any entrance are to be emptied and changed using the correct sized liner.
- xv. Clean up to ten (10) feet outside of each entrance / exit area.

2. WEEKLY

- i. Soil marks, dust, and fingerprints are to be cleaned from all exposed cleanable surfaces, up to a height of ten (10) feet from the floor. This task should be accomplished in a manner that does not disturb any of the objects that are on the surface. An appropriate cleaner or polish should be used to accomplish this task. When completed, the surface should have no oily residue, feel or streak.
- ii. Fixtures are to be dusted weekly.

3. WEEKLY

- i. Soil marks, dust, and fingerprints are to be cleaned from all exposed cleanable surfaces, up to a height of ten (10) feet from the floor. This task should be accomplished in a manner that does not disturb any of the objects that are on the surface. An appropriate cleaner or polish should be used to accomplish this task. When completed, the surface should have no oily residue, feel or streak.
- ii. Fixtures are to be dusted weekly.

- iii. All carpeted areas not indicated under the daily cleaning must be vacuumed weekly.
- iv. All upholstered surfaces are to be vacuumed and spot cleaned.
- v. Floor mats under desk chairs are to be spot cleaned as needed and kept free from debris. Desk chair floor mats are to be wet mopped weekly.
- vi. Picture frames, wall ornaments and any other cleanable fixtures up to a height of ten (10) feet from the floor are to be wiped down.
- vii. Walls around light switches and doorjambes are to be cleaned to remove all spots and marks. Light switches are to be wiped down with an approved type N disinfectant.
- viii. All interior glass doors and windows, and ground floor exterior windows are, up to a height of ten (10) feet from the floor / ground, are to be squeegee cleaned.
- ix. Entrance glass doors, interior and exterior, are to be cleaned.
- x. Doorplates, jambs, thresholds, handles, and hardware are to be cleaned and polished.
- xi. Auto scrub, or equivalent, all ceramic tile (CT) weekly, including all restrooms.

4. SEMI-MONTHLY

- i. High molding and doors are to be wiped down, from a height of up to ten (10) feet from the floor.
- ii. All wall surfaces and all upholstered freestanding space divider walls are to be wiped down, vacuumed and spot cleaned.

5. MONTHLY

- i. Air returns, vents, and areas around vents are to be vacuumed and then wiped to remove dust, at least once monthly, or as requested by RPM Housekeeping Contracts Representative, to heights up to ten (10) feet from the floor, if applicable.
- ii. Baseboards and cove base are to be wiped down and cleaned.
- iii. All vertical or horizontal blinds at or below a height of ten (10) feet from the floor are to be wiped down and cleaned.
- iv. High-speed buffer all vinyl composite tile (VCT) monthly.

6. QUARTERLY

- i. Carpeting is to be cleaned using a truck mounted unit, if applicable. Locations unable to be reached with a truck mounted unit will utilize a mobile extractor.
Frequency: Work shall be performed in January, April, July and October.
- ii. Ceramic tile (CT) and grout is to be deep scrubbed four (4) times a year, unless otherwise specified by contract.
Frequency: Work shall be performed in January, April, July and October.
- iii. Vinyl composite tile (VCT) is to be stripped and waxed four (4) times a year, unless otherwise specified by contract, followed by burnishing or buffing the VCT tile with a high-speed buffer, according to contract specifications. Service is not complete until floor has been burnished or buffed. Once floor gets scuff marks or loses shine a high-speed buffer is required to be used to bring back high gloss look.
Frequency: Work shall be performed in January, April, July and October.
- iv. Luxury Vinyl Tile (LVT) is to be scrubbed four (4) times a year, unless otherwise specified by contract.
Frequency: Work shall be performed in January, April, July and October.

B. RESTROOMS

1. DAILY

- i. Hand soap, toilet paper, paper towels, seat covers, and baby changer liners are to be refilled to full capacity.
- ii. Trash containers are to be emptied, sprayed, damp-wiped with disinfectant, and the liners changed.
- iii. Sanitary napkin disposal receptacles are to be emptied of contents, sprayed, damp-wiped with disinfectant and liners changed.
- iv. Mirrors are to be cleaned and spot / streak free.
- v. Partitions and walls are to be cleaned.
- vi. Areas underneath basins and around toilets and urinals are to be cleaned.
- vii. All fixtures and trim, including toilet bowls, urinals, sinks, and dispensers are to be cleaned, polished and disinfected.

- viii. All floors are to be damp mopped and disinfected using a detergent-disinfectant.
- ix. Toilets and urinals are to be thoroughly cleaned and disinfected on the inside and on the outside.

2. MONTHLY

- i. Air returns, vents, and areas around vents are to be brushed and vacuumed.
- ii. All high areas, including walls and ceilings, up to ten (10) feet from the floor are to be cleaned.
- iii. All partition mounting brackets and fixtures must be cleaned.

C. EMPLOYEE'S BREAKROOM

1. DAILY

- i. Tabletops are to be washed and disinfected; chair seats and backs are to be damp cleaned with a cloth using an approved type N disinfectant.
- ii. All mirrors and glass surfaces are to be cleaned and spot / streak free.
- iii. All carpeted areas are to be vacuumed.
- iv. Flooring areas are to be swept (using a sweeping compound like Kleen Sweep or a comparable product) and damp mopped.
- v. Trash receptacles are to be emptied, damp wiped, and correct sized liners replaced, and areas surrounding trash receptacles are to be cleaned.
- vi. Sinks and exterior of appliances are to be cleaned without disturbing any dishes or moving food items. If dishes are in the sink, cleaning of sink must be omitted.
- vii. Hand soap and paper towel dispensers are to be refilled to full capacity.
- viii. Microwaves and refrigerators are to be wiped clean from dust and disinfected on the exterior only.
- ix. **Vendor does not clean the interior of any refrigerators or microwaves at any COUNTY Property.**
- x. Personal sized refrigerators within individual offices are not the responsibility of the PROVIDER.
- xi. Vending machines are not the responsibility of the PROVIDER.

2. MONTHLY

- i. Air returns, vents, and areas around vents are to be brushed and vacuumed.
- ii. All high areas, including walls and ceilings, up to ten (10) feet from the floor are to be cleaned.

D. PATIOS AND SMOKING AREAS

1. DAILY

- i. Ashtrays are to be emptied, damp wiped, and refilled with urn sand, if applicable.
- ii. All loose debris must be removed.
- iii. Trash receptacles are to be emptied, damp wiped, and correct sized liners replaced, and areas surrounding trash receptacles are to be cleaned.
- iv. Patio furnishings must be wiped down daily.
- v. Spills and / or stains must be spot cleaned.

E. PLAYGROUNDS & RECEIVING BAYS / LOADING DOCKS

1. DAILY

- i. All loose debris must be removed.
- ii. Trash receptacles are to be emptied, damp wiped, and correct sized liners replaced, and areas surrounding trash receptacles are to be cleaned.
- iii. Playground furnishings must be wiped down daily.
- iv. Spills and / or stains must be spot cleaned.

F. POOL AREAS

Pool areas are serviced by Aquatics Center staff and are not the responsibility of the PROVIDER.

G. ADDITIONAL WORK REQUESTED

- i. Additional work requested includes any work requests by RPM Housekeeping Contracts representative(s) that is not specified under Service Specifications of this document. At times, COUNTY may request but are not limited to, additional days of service, pressure washing, various forms of floor care, day porter services and emergency call back services.
- ii. Additional work requested will require PROVIDER to submit a proposal to the RPM Housekeeping Contracts representative(s) in writing via email.
- iii. PROVIDER shall not start additional work without prior written authorization by RPM Housekeeping Contracts representative(s).
- iv. All additional approved work shall be invoiced separately from the monthly service invoice.
- v. Additional work requested shall be billed per the labor and / or materials rate(s) detailed on PROVIDER'S Supplier Response.
- vi. Frequency: Additional work requested may be solicited by either PROVIDER or COUNTY. Frequency is dependent on the needs determined by site and is independent from the Scope of Work in this section of this document.

H. HAZARDOUS WASTE / BIOHAZARD

- i. Work performed by: PROVIDER'S trained and qualified personnel.
- ii. Frequency: As discovered during regular days and nights of service.
- iii. Hazardous waste and biohazard waste shall be removed immediately upon discovery.
- iv. If for any reason the waste cannot be removed immediately the area shall be properly secured and the RPM Housekeeping Contracts representative(s) shall be notified immediately. Examples of such waste are human feces, animal feces, blood, vomit, drug paraphernalia, etc. These types of waste may be encountered regularly in the course of performing custodial services.
- v. PROVIDER'S trained and qualified personnel are to remove and properly dispose of biohazard waste.
- vi. If the extent of the biohazard is such that it's beyond the cleaning capabilities of the PROVIDER and their staff, PROVIDER must notify the RPM Housekeeping Contracts Representative(s) immediately and provide details of the situation, to include location, type of biohazard, extent of occurrence and steps taken to ensure public safety until the biohazard can be removed.

I. GRAFFITI

- i. Work performed by: PROVIDER'S trained and qualified personnel.
- ii. Frequency: As discovered during regular days and nights of service.
- iii. Graffiti shall be removed immediately upon discovery.
- iv. If for any reason the graffiti cannot be removed immediately, or the PROVIDER is unable to remove the graffiti, the RPM Housekeeping Contracts representative(s) shall be notified immediately.

14. **REQUIREMENTS**

- All equipment, chemicals, staff, supplies, PPE, and all items needed to adhere to Clark County Housekeeping
- Standards Specifications document, are to be provided by the PROVIDER.

EXHIBIT B
CBE 607909-26
JANITORIAL SERVICES AT GOVERNMENT CENTER & CENTRAL PLANT
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND EVIDENCE OF INSURANCE TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

A. **FORMAT/TIME:**

PROVIDER shall provide COUNTY with Certificates of Insurance for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. 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.

B. **ACCEPTIBILITY OF INSURERS:**

COUNTY requires insurance carriers to maintain during CONTRACT term, an "A.M. Best" rating of not less than A.VII. COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the PROVIDER from potential insurer insolvency.

C. **OWNER COVERAGE:**

COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability insurance coverage. PROVIDER'S insurance shall be primary and non-contributory with respect to COUNTY, its officers and employees.

D. **ENDORSEMENTS/CANCELLATION:**

PROVIDER'S general liability and automobile liability insurance policies shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given advance notice of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***

E. **DEDUCTIBLES:**

All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance. ***If the deductible is "zero" it must still be referenced on the certificate.***

F. **COMMERCIAL GENERAL LIABILITY – Occurrence Form**

PROVIDER shall provide coverage with limits of liability not less than those stated below. An excess or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a 'following form' basis. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

o Each Occurrence:	\$1,000,000
o Products – Completed Operations:	\$1,000,000
o Personal and Advertising Injury:	\$1,000,000
o Damage to Rented Premises	\$ 50,000
o Medical Expenses	\$ 5,000
o General Aggregate:	\$2,000,000

Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

A separate copy of the Waiver of Subrogation endorsement must be provided. A separate copy of the Additional Insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.

G. **AUTOMOBILE LIABILITY –**

PROVIDER shall provide coverage with limits of liability not less than those stated below. Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

o Combined Single Limit (CSL):	\$1,000,000
--------------------------------	-------------

A separate copy of the additional insured endorsement is required and must be provided for the Automobile Liability policy. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.

H. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

PROVIDER shall obtain and maintain for the duration of CONTRACT. PROVIDER who is a Sole Proprietor, shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER 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. Policy shall contain a Waiver of Subrogation against the COUNTY.

○ Workers' Compensation:	Statutory
○ Employers' Liability:	
▪ Each Accident	\$1,000,000
▪ Disease – Each Employee	\$1,000,000
▪ Disease – Policy Limit	\$1,000,000

I. **FAILURE TO MAINTAIN COVERAGE:**

If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER 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. COUNTY may collect any replacement insurance costs or premium payments made from PROVIDER or deduct the amount paid from any sums due PROVIDER under Contract.

J. **ADDITIONAL INSURANCE:**

PROVIDER is encouraged to purchase any such additional insurance as it deems necessary. COUNTY reserves the right to request additional insurance coverages, limits, or endorsements, or to make modifications to the existing insurance requirements, as COUNTY reasonably deems necessary to protect its interests if there are material changes to the scope of work or a material increase to contract amount or upon renewal or amendment. PROVIDER shall comply with any such requirements within a reasonable period following notice from COUNTY.

K. **DAMAGES:**

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

L. **COST:**

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

M. **INSURANCE SUBMITTAL ADDRESS:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155

1. Description: CBE 607909-26 entitled JANITORIAL SERVICES AT GOVERNMENT CENTER & CENTRAL PLANT
2. (must be identified on the initial certificates of insurance and each renewal form).
3. Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
c/o: myCOI
P.O. Box# 501970
8710 Bash Street
Indianapolis, IN 46256
4. Appointed Agent Signature to include license number and issuing state.

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE 607909-26, entitled JANITORIAL SERVICES AT GOVERNMENT CENTER & CENTRAL PLANT
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
County of Clark)ss.

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
CBE 607909-26
SUBCONTRACTOR INFORMATION

DEFINITIONS:

- **MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically challenged, and where gross annual sales does not exceed \$2,000,000.
- **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% owned/controlled by a disabled veteran.
- **EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB

☐ No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.

**EXHIBIT D
CBE 607909-26
SAMPLE INVOICE**

Custodial Company

111 S Main St.
Las Vegas, NV 89101
Phone: 702-555-1212 Fax: 702-555-2121
Contact Person: Jane Smith
jane@custodialcompany.com

INVOICE

INVOICE # 100
DATE: 05/01/23

TO:

Michele Weeks
Clark County - RPM - Operations
Contract Shop - Housekeeping Contracts
500 S. Grand Central Parkway - 4th Floor
Las Vegas, NV 89115
Phone: 702-455-8542
Michele.Weeks@ClarkCountyNV.gov

CC: RPMHousekeeping@ClarkCountyNV.gov

BID NUMBER	P.O. NUMBER	MONTH & YEAR OF SERVICE

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Location Name		
1	Description of Service Provided - Example: Monthly Custodial Service April 2023	500.00	500.00
1	Additional Services - Example: Tile & Grout Cleaning 04/25/23	100.00	100.00
2	Additional Services - Example: Power Washing x2 - dates of service: 04/02/23 & 04/29/23	50.00	100.00
	Monthly Fillable Products Used:		
Toilet Paper (Standard)	2 Cases		
Toilet Paper (Large Roll)	1 Case		
Paper Towels (Multifold)	1 Case		
Seat Covers	1 Case		
Soap	1 Case		
Trash Liners - 50 Gallon	1 Case		
Trash Liners - 13 Gallon	2 Cases		
SUBTOTAL			700.00
TOTAL DUE			700.00

EXHIBIT E
CBE 607909-26

C.C.R.P.M.H.S.P.

HOUSEKEEPING QUALITY CONTROL INSPECTION FORM

DATE: _____

TIME: _____

BUILDING		ADDRESS							
A.	ENTRANCE								
1.	MAT, CARPET	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
2.	GLASS, WALL SURFACE	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
3.	CORNERS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
4.	FLOOR APPEARANCE	{ }	P= 1.35	{ }	F= 1.54	{ X }	G= 1.73	{ }	E= 1.92
B.	LOBBIES								
1.	DUSTING	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
2.	SPOT CLEANING	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
3.	FIXTURES	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
4.	WATER FOUNTAINS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
5.	SWEEPING, VACUUMING	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
6.	FLOOR APPEARANCE	{ }	P= 1.35	{ }	F= 1.54	{ X }	G= 1.73	{ }	E= 1.92
C.	BREAKROOMS								
1.	SINKS, DRAINS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
2.	GLASS, WALLS, DOORS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
3.	TABLES, APPLIANCES	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
4.	FLOOR APPEARANCE	{ }	P= 1.35	{ }	F= 1.54	{ X }	G= 1.73	{ }	E= 1.92
D.	ELEVATORS								
1.	TREADS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
2.	LIGHTS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
3.	WALLS, DOORS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
4.	FLOOR APPEARANCE	{ }	P= 1.35	{ }	F= 1.54	{ X }	G= 1.73	{ }	E= 1.92
E.	CORRIDORS								
1.	BASEBOARDS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
2.	SPOT CLEANING	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
3.	WATER FOUNTAINS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
4.	RAILS, WALLS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
5.	SWEEPING, VACUUMING	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
6.	FLOOR APPEARANCE	{ }	P= 1.35	{ }	F= 1.54	{ X }	G= 1.73	{ }	E= 1.92
F.	STAIRWELLS								
1.	RAILS, WALLS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
2.	STEPS, LANDINGS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
G.	RESTROOMS								
1.	DISPENSERS, HARDWARE	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
2.	BASINS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
3.	MIRRORS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
4.	PARTITIONS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
5.	TOILETS, URINALS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
6.	WASTE CAN	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
7.	WALLS, DOORS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
8.	FLOOR APPEARANCE	{ }	P= 1.35	{ }	F= 1.54	{ X }	G= 1.73	{ }	E= 1.92
H.	OFFICE-EQUIPMENT AREAS								
1.	FURNITURE, EQUIPMENT	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
2.	DOOR KICK PLATES	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
3.	PHONES, LAMPS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
4.	WALLS, DOORS, SPOT CLEANING	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
5.	WASTE BASKETS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
6.	PARTITIONS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
7.	LOW DUSTING	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
8.	HIGH DUSTING	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
9.	BASEBOARDS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
10.	CORNERS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
11.	SWEEPING, VACUUMING	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
12.	FLOOR APPEARANCE	{ }	P= 1.35	{ }	F= 1.54	{ X }	G= 1.73	{ }	E= 1.92
I.	WINDOWS								
1.	GLASS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
2.	SILLS, FRAMES	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
3.	BLINDS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
J.	MISCELLANEOUS								
1.	AIR VENTS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
K.	EXTERIOR/PARKING AREAS								
1.	TRASH CONTAINERS	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
2.	SWEEPING, PICKING UP LITTER	{ }	P= 1.44	{ }	F= 1.63	{ X }	G= 1.87	{ }	E= 1.92
AREA TOTALS		ITEM COUNT= 52		P= 74.33	F= 84.33	G= 96.06	E= 100.00		

THIRD NOTICE RECEIVED

INSPECTION SCORE

HOUSEKEEPING QUALITY CONTROL CUSTODIAL CLOSET INSPECTION

	(PASSED)	(FAILED)	(N/A)
1. ARE THE MAXIMUM QUANTITIES EXCEEDED?			
2. ARE ALL THE CONTAINERS LABELED?			
3. ARE THERE M.S.D.S. ON THE CONTAINERS?			

- ARE THERE ANY UNAUTHORIZED PRODUCTS?
- ARE THE LIDS ON THE CONTAINERS
- IS THE CLOSET CLEAN AND ORDERLY?
- IS THE EQUIPMENT CLEAN AND SAFE TO USE?

	(PASSED)	(FAILED)	(N/A)

DID THE CUSTODIAL CLOSET MEET ALL REQUIREMENTS? (PASSED) ☐ (FAILED) ☐ (N/A) ☐

COMMENTS:

VENDOR SIGNATURE: _____ DATE: _____

SIGNATURE OF INSPECTORS: _____



Hazard Communication Safety Data Sheets

The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, or importers to provide Safety Data Sheets (SDSs) for each hazardous chemical. The HCS requires SDSs to be in a uniform format and include the section numbers, the headings, and associated information under the headings below:

Section 1, Identification includes product identifier used on the label; manufacturer or distributor name, U.S. address and phone number; emergency phone number; recommended use; restrictions on use.

Section 2, Hazard(s) identification includes all hazards regarding the chemical's intrinsic properties including a change in the chemical's physical form and chemical reaction products associated with known or reasonably anticipated uses or applications; required label elements.

Section 3, Composition/information on ingredients includes information on chemical ingredients such as names; Chemical Abstracts Service (CAS) numbers or other unique identifiers; prescribed concentration ranges for trade secret claims.

Section 4, First-aid measures includes important symptoms/effects, acute, delayed; required treatment.

Section 5, Fire-fighting measures lists suitable extinguishing techniques, equipment; chemical hazards from fire.

Section 6, Accidental release measures lists emergency procedures; protective equipment; proper methods of containment and cleanup.

Section 7, Handling and storage lists precautions for safe handling and storage, including incompatibilities.



Hazard Communication Safety Data Sheets

Section 8, Exposure controls/personal protection for chemicals listed in Section 3, lists OSHA's Permissible Exposure Limits (PELs); ACGIH Threshold Limit Values (TLVs); and any other exposure limit or range used or recommended by the chemical manufacturer, importer, or employer preparing the SDS, where available; appropriate engineering controls; personal protective equipment (PPE).

Section 9, Physical and chemical properties lists the chemical's characteristics, including particle size.

Section 10, Stability and reactivity lists chemical stability and possibility of hazardous reactions, including associated with any foreseeable emergencies.

Section 11, Toxicological information includes routes of exposure; related symptoms, acute and chronic effects; numerical measures of toxicity; interactive effects.

Section 12, Ecological information*

Section 13, Disposal considerations*

Section 14, Transport information*

Section 15, Regulatory information*

Section 16, Other information, includes the date of preparation or last revision.

*Note: Since other Agencies regulate this information, OSHA will not be enforcing Sections 12 through 15 (29 CFR 1910.1200(g)(2)).

Employers must ensure that SDSs are readily accessible to employees.

See Appendix D of 29 CFR 1910.1200 for a detailed description of SDS contents.



For more information:
OSHA® Occupational
Safety and Health
Administration
www.osha.gov (800) 321-OSHA (6742)

<https://www.osha.gov/sites/default/files/publications/OSHA3493QuickCardSafetyDataSheet.pdf>

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

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

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

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

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

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

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

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

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

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.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
				Local POC Name:		
Local Telephone No:				Email:		

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

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

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

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

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☐ No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature

Print Name

Title

Date

DISCLOSURE OF RELATIONSHIP

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

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

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

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

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

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

For County Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative



**ATTACHMENT 3
CBE 607909-26
Business Associate Agreement**

togetherforbetter

This Agreement is made effective the date of the last signature below, by and between **Clark County, Nevada** (hereinafter referred to as "Covered Entity"), with its principal place of business at 500 S. Grand Central Parkway, Las Vegas, Nevada, 89155, and **Opportunity Village**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data,

documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses, and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes

the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

- (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
- (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

- (i) To implement appropriate safeguards and internal controls designed to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement, the Underlying Agreement or by the HIPAA Rules.
- (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules designed to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316, as applicable.
- (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence and attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required "Unsuccessful Security Incidents" shall include, but not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any other combination of the above, so long as no such incident results in unauthorized access to, or use and disclosure of PHI.

(b) When a known and confirmed impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

- (i) To notify the Covered Entity HIPAA Program Management Office within 15 days of discovery of the Breach, and
- (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To reasonably cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services,

(iv) To pay all reasonable actual costs associated with the notification of affected individuals and reasonable actual costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provide by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement. This access may be provided by Business Associate electronically if possible. If an audit does occur, the Covered Entity will include a follow up audit in approximately six months to a year after the original review. The follow up audit would only include a review of items identified in the original audit.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

(i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY: CLARK COUNTY NEVADA

BUSINESS ASSOICATE:
OPPORTUNITY VILLAGE

By: _____
JESSICA COLVIN, Chief Financial Officer

By: _____
ROBERT M. BROWN, President & CEO

Date: _____

Date: 5/19/2026