Nancy Feser, Buyer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3255
OPENING DATE:	July 11, 2016
OPENING TIME:	2:00 PM
FOR:	**LANDSCAPE SERVICES DMV-FLAMINGO, GRANT SAWYER BUILDING, & SAHARA COMPLEX**
VENDOR'S NAME:	DEL SOL LANDSCAPE CONSTRUCTION INC

Part I A – Technical Proposal	
RFP Title:	**LANDSCAPE SERVICES DMV-FLAMINGO, GRANT SAWYER BUILDING, & SAHARA COMPLEX**
RFP:	3255
Vendor Name:	DEL SOL LANDSCAPE CONSTRUCTION, INC.
Address:	2509 E. RENO AVE, LAS VEGAS, NV 89120
Opening Date:	July 11, 2016
Opening Time:	2:00 PM

TABLE OF CONTENTS

TITLE PAGE	.....	TAB 1
TABLE OF CONTENTS	.....	TAB 2
VENDOR INFORMATION SHEET	.....	TAB 3
ADMENDMENT 1	.....	TAB 3
STATE DOCUMENTS	.....	TAB 4
-CONFIDENTIALITY & CERTIFICATION OF COMPLIANCE W/ TERMS & CONDITIONS OF RFP (ATTACHMENT B)	.....	TAB 4
-VENDOR CERTIFICATIONS (ATTACHMENT C)	.....	TAB 4
-CONTRACTOR LICENSE	.....	TAB 4
-BUSINESS LICENSE	.....	TAB 4
-MINORITY BUSINESS CERT	.....	TAB 4
-PERSONNEL CERTIFICATIONS	.....	TAB 4
TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE W/ TERMS & CONDITIONS OF RFP – ATTACHMENT B	.....	TAB 5
SCOPE OF WORK	.....	TAB 6
COMPANY BACKGROUND & REFERENCES	.....	TAB 7
PROPOSED STAFF RESUMES (KEY PERSONNEL)	.....	TAB 8
CERTIFICATE OF LIABILITY INSURANCE	.....	TAB 9

VENDOR INFORMATION SHEET FOR RFP 3255

Vendor Must:

A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;

B) Type or print responses; and

C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	DEL SOL LANDSCAPE CONSTRUCTION INC

V2	Street Address	2509 E. RENO AVE.

V3	City, State, ZIP	LAS VEGAS, NV 89120

V4	Telephone Number		
	Area Code: 702	Number: 263-6597	Extension:

V5	Facsimile Number		
	Area Code: 702	Number: 614-1248	Extension:

V6	Toll Free Number		
	Area Code:	Number:	Extension:

V7	***Contact Person for Questions / Contract Negotiations, including address if different than above***
	Name: SALVADOR MARTINEZ
	Title: PRESIDENT / OWNER
	Address: AS ABOVE
	Email Address: delsollandscape@earthlink.net ; delsol@lvcoxmail.com

V8	Telephone Number for Contact Person		
	Area Code: 702	Number: 604-0928	Extension:

V9	Facsimile Number for Contact Person		
	Area Code: 702	Number: 614-1248	Extension:

V10	***Name of Individual Authorized to Bind the Organization***	
	Name: SALVADOR MARTINEZ	Title: PRESIDENT / OWNER

V11	Signature ***(Individual must be legally authorized to bind the vendor per NRS 333.337)***	
	Signature: Sal Martinez	Date: 7-9-2016

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Jeffrey Haag
Administrator

SUBJECT:	Amendment1 to Request for Proposal 3255
RFP TITLE:	Landscape Services DMV-Flamingo, Grant Sawyer Building, & DMV Sahara Complex
DATE OF AMENDMENT:	June 21, 2016
DATE OF RFP RELEASE:	May 18, 2016
OPENING DATE:	July 11, 2016
OPENING TIME:	2:00 PM
CONTACT:	Nancy Feser, Procurement Staff Member

The following shall be a part of RFP ***3255.*** If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

---

1. Is a landscape license required for this Solicitation, we have done this work in the past for the Government and the Las Vegas Valley Water District under our GSA Contract. Which permits us under our General Maintenance.

   Vendors must have both a State of Nevada business license and City of Las Vegas business license, no additional permits are required.

2. Reference: 3.2.7.1 - This will include, but is not limited to, backflow prevention devices, the clocks, valves, line heads, and bubbler. The contractor is to make repairs on this system at their expense. In addition, this includes irrigation repairs up to 2.5 inch in size and tree trimming to twelve (12) feet.

   The following items are considered additional services; back flow, controller boxes, clocks, sprinklers and irrigation valves from "1- 3". Vendors are to provide pricing for these items on the Cost Matrix, Attachment H.

   PVC irrigation lines from 1"to 21/2", drip line system, and tree trimming up to 12' are considered part of the monthly services.

   Please advise on Size, Manufacturer and Model of the following at each location:
   A. Backflow, Controller, Valves, Line Heads and Bubblers

   Control valves: Size 2" Manufacturer: Rain Bird, and Toro.
   Controller boxes: Rain Bird.
   Backflow: FEBCO.

3. Do you have a valve count for each location?

Grant Sawyer Building Count: 60, Control Valves and two (2) Backflow.
DMV Sahara Count: 17, Control Valves and one (1) Backflow
DMV Flamingo: 50, Control Valves and two (2) Backflow.

4. What is the current contract price for each location?

Grant Sawyer Building: $52,800.00 Yearly.
DMV Sahara: $36,060.00 Yearly.
DMV Flamingo: $28,776.00 Yearly.

5. **PLEASE NOTE:** ***If you did not participate in the walk through on June 2, 2016, you are not eligible to purpose on RFP 3255.***

The Mandatory Walk-Through Attendees

Black Canyon Construction
Del Sol Landscape Inc.
Desert Springs Landscape
Diamond Cut Lawn Care LLC
Green Images LLC
Landcare
NLS Grounds Management LLC
Par 3 Landscape
U.S. Landscape

ALL ELSE REMAINS THE SAME FOR RFP 3255.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: Del Sol Landscape Construction Inc.

Authorized Signature: Sal Navarro

Title: owner / president Date: 7-9-2016

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked "**Part I B Confidential Technical**" and "**Part III Confidential Financial**".

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in ***Section 2 "ACRONYMS/DEFINITIONS."***

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part I B – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO (See note below)	
Note: By marking "NO" for Public Record CD included, you are authorizing the State to use the "Master CD" for Public Records requests.			

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			
Our company is not a publicly traded company. Therefore, this company's financial information is the company's private documents and is not required to be public information.			

DEL SOL LANDSCAPE CONSTRUCTION, INC

Company Name

Signature

SALVADOR MARTINEZ — 7-9-2016

Print Name — Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

(1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.

(4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

(6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.

(7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

DEL SOL LANDSCAPE CONSTRUCTION, INC

Vendor Company Name

Sal Marty

Vendor Signature

SALVADOR MARTINEZ — 7-9-2016

Print Name — Date

This document must be submitted in Tab IV of vendor's technical proposal

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

STATE CONTRACTORS BOARD

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

The Nevada State Contractors Board certifies that

DEL SOL LANDSCAPE CONSTRUCTION INC

Licensed since August 11, 2005

License No. *0060070*

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

SALVADOR MARTINEZ,President Qualifie

C10-LANDSCAPE CONTRACTING

LIMIT: $850,000
EXPIRES: 08/31/2016

Chairman, Nevada State Contractors Board

STATE OF NEVADA
THE GREAT SEAL OF THE STATE OF NEVADA
ALL FOR OUR COUNTRY
STATE CONTRACTORS BOARD

CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID 1002055806

LICENSE NUMBER: 2002453-240

LICENSE PERIOD: 05/01/2016 - 10/31/2016

LICENSEE IS AUTHORIZED TO CONDUCT BUSINESS IN THE FOLLOWING JURISDICTIONS:
CLARK COUNTY (Primary)
CITY OF LAS VEGAS

POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION

ISSUED TO:
Del Sol Landscape Construction, Inc.
2509 E Reno Ave
Las Vegas, NV 89120

BUSINESS LOCATION ADDRESS:
2509 E Reno Ave
Las Vegas, NV 89120

TYPE OF LICENSE: Contractors

LAND USE: R-E

All signage must conform to standards set forth in Clark County Codes 30.72 and 30.48. Business owners are responsible to keep business property free of trash and graffiti, conform to all zoning codes requirements and, if applicable, all conditions set forth in a Notice of Final Action issued by Comprehensive Planning.

Current Planning Comments :

R-E zone. Approved for contractor. No employees are permitted unless they are family members. No customers may come to the home.
Comply with all Home Occupation conditions in Title 30.44, as amended from time to time.

DISCLAIMER

ISSUANCE OF A BUSINESS LICENSE IS NOT AN ENDORSEMENT OF THE BUSINESS PRACTICE OF THE LICENSEE.

PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

Jacqueline R. Holloway

JACQUELINE R. HOLLOWAY
DIRECTOR OF BUSINESS LICENSE

DEPARTMENT OF BUSINESS LICENSE
500 S GRAND CENTRAL PARKWAY
BOX 551810
LAS VEGAS NV 89155-1810
PHONE: (702) 455-4252

THIS CERTIFIES THAT

Del Sol Landscape Construction, Inc.

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **WESTERN REGIONAL MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 561730

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

02/28/2016		WR01897
Issued Date		**Certificate Number**
	Joset Wright-Lacy	
02/28/2017		
Expiration Date		**Cecil Plummer, President**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

CERTIFICATE OF ATTENDANCE

THIS CERTIFIES THAT:

Ricardo Garcia

Attended the
ABPA Silver State Chapter
"Backflow Prevention Assembly Repair Class"
on January 27, 2012
8:00 a.m. – 4:00 p.m.

7.0 State Approved Contact Hours

Proctor Signature: _____

Proctor Title: ABPA President

Certificate of Completion

This certifies that

Ricardo Garcia

has successfully completed training on

Scissorlift and Boomlift

September, 2001

Reyann Contreras, Safety Director

University of Nevada
Cooperative Extension

Certificate of Attendance

Presented to

RICARDO GARCIA

NINETEENTH ANNUAL PROFESSIONAL PRUNING SEMINAR

JANUARY 14, 2011
LAS VEGAS, NEVADA

Karen Dyka

KAREN DYKA
HORTICULTURE INSTRUCTOR

© GOES 745
All Rights Reserved

LITHO. IN U.S.A.

WATER SMART CONTRACTOR

Certificate of Completion

Ricardo Garcia is recognized for having successfully completed the Southern Nevada Water Authority's Water Smart Contractor training program.

Signature

March 14, 2012

Date

Southern Nevada Water Authority

WATER SMART

258-SAVE • snwa.com

AMERICAN WATER WORKS ASSOCIATION

®

CALIFORNIA-NEVADA SECTION

Be it known that **Ricardo Garcia** having submitted acceptable evidence of qualification by education, training, and experience is hereby granted this Certificate of competency as a

Backflow Prevention Assembly General Tester

This Saturday, 17 October, 2009

Certificate Number: 13122

Witness our Hand and Seal,

Certification Director
California-Nevada Section AWWA

Certification Administrator
California-Nevada Section AWWA

Certificate of Training

Ricardo Garcia

has successfully completed the course

40 Hour Backflow Tester

presented by

Southern Nevada Backflow Services

03-27-09

Date

Kyle M. Kahlls

Instructor

ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with ***all*** the terms and conditions specified in this Request for Proposal.

YES X I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

DEL SOL LANDSCAPE CONSTRUCTION, INC
Company Name

Sal Martinez
Signature

SALVADOR MARTINEZ
Print Name

7-9-2016
Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor's technical proposal

1. SCOPE OF WORK

1.1 PROJECT SPECIFICATIONS

1.1.1 Examination of Grounds During **Mandatory Walk-Through**

1.1.2 A mandatory walk-through ***(Refer to Section 1.3)*** will be conducted at the project sites of; DMV Sahara: 2701 E. Sahara Avenue, Grant Sawyer: 555 E. Washington Ave., and DMV Flamingo: 8250 W. Flamingo Road, Las Vegas, Nevada.

1.1.2.1 The information provided to vendors for purpose of bidding this project was obtained from the agency; however, it is the vendor's responsibility to investigate and confirm its accuracy and completeness to the vendor's satisfaction.

1.1.2.2 Vendor(s) must examine the grounds and be satisfied as to existing conditions that they will be obligated to maintain, in performing the work pursuant to a resultant contract.

1.1.2.3 Questions will not be allowed during the Mandatory walk-through. All questions must be addressed in writing per ***Section 7*** of the RFP. Answers will be provided in an amendment per the ***Timeline in Section 8***.

1.2 LANDSCAPE WEEKLY CARE

1.2.1 Alterations and Additions

1.2.1.1 The contractor will make no alterations or additions to the landscaping without prior written approval from the Division of Buildings and Grounds.

1.2.2 Log Book

1.2.2.1 A log book kept by the contractor's employees will be placed in a designated area and will be checked for instruction by employees of the State upon arrival at the job site. The log book is to be completed in English by a Buildings and Grounds designee and an employee of the contractor and will list all work completed and/or a written response to the written instructions as they are set forth in the log book. The log book/Maintenance Function Report will be filled out daily by the on-site employee of the contractor and be available for inspection by a Buildings and Grounds designee.

1.2.3 Litter Control

1.2.3.1 All debris and trash will be picked up as the first responsibility of the work shift.

1.2.4 Trash Containers Outside of Facility, Including Dumpster Area

1.2.4.1 All outside trash containers are to be emptied and the plastic bag inside changed on Monday, Wednesday, and Friday, and is to include all smoking debris. The dumpster areas are to be clean and Swept Monday, Wednesday, and Friday.

1.2.5 Doorways, Entrance, and Outside Benches

1.2.5.1 All doorways and/or entrances will be manually swept thoroughly.

1.2.6 Parking Lots

1.2.6.1 Contractors will sweep the gutters in the parking lots Monday, Wednesday, and Friday. This task may be performed with a hand held blower. The debris is to be swept Monday, Wednesday, and Friday.

1.2.7 Irrigation Operation and Maintenance

1.2.7.1 The irrigation will require a weekly test of all systems on Mondays and log book of all repairs will be kept in the clock lock box, and be available for viewing by the Buildings and Grounds designee. This will include, but is not limited to, backflow prevention devices, the clocks, valves, line heads, and bubbler. The contractor is to make repairs on this system at their expense. In addition, this includes irrigation repairs up to 2.5 inch in size and tree trimming to twelve (12) feet.

1.2.8 Hand- Raking of all Bed/Wash Areas

1.2.8.1 All bed/wash areas will be raked and weeded weekly on Monday, Wednesday, and Friday.

1.3 LANDSCAPE CARE MONTHLY

1.3.1 Lot Weed Control and Fence-Line Care

1.3.1.1 All lot and/or fence lines will be cleared of all debris and weeds to a minimum of fifteen (15) feet. All dirt areas attached to the

complexes will be cleared of weeds and the trash will be cleaned up on a monthly basis.

1.4 LANDSCAPE CARE QUARTERLY

1.4.1 Bush Trimming for Appearance

1.4.1.1 All bushes must be trimmed so that the building appears neat and orderly. All trimmings will be done quarterly in the months of February, May, August, and November.

1.5 LANDSCAPE CARE ONCE YEARLY

1.5.1 Certification of the Backflow Device

1.5.1.1 The certification of all landscaping backflow devices on the property will be required during the month of January and a copy of the results (including indicated repairs) is to be submitted to the Division of Buildings and Grounds designee.

1.6 LANDSCAPE CARE – <u>Grant Sawyer Building ONLY</u>

1.6.1 Arbor Care & Pruning

1.6.1.1 Maintenance, Prune and Trim all Trees up to 12' in height. All trimming above 12' in height will be considered an extra cost. That will require a supplemental proposal and approval by the Agency, Buildings and Grounds.

A. Cuts will be flush and clean, leaving no stubs or tearing of bark. Major pruning will be done during flowering or plant's dormant season.

B. Monitor trees that are staked or guyed. Loosen or remove supports when appropriate to prevent girdling of the trunk and encourage root development for support.

C. Application of pre-emergent's, specialized fertilizations, and treatment for disease insect damage, will be considered extra cost.

B. Monitor trees that are staked or guyed. Loosen or remove supports when appropriate to prevent girdling of the trunk and encourage root development for support.

C. Application of pre-emergent's, specialized fertilizations, and treatment for disease insect damage, will be considered extra cost.

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	DEL SOL LANDSCAPE CONSTRUCTION, INC.
Ownership (sole proprietor, partnership, etc.):	CORPORATION
State of incorporation:	NEVADA
Date of incorporation:	4/2005
# of years in business:	11
List of top officers:	SALVADOR MARTINEZ
Location of company headquarters:	2509 E. RENO AVE, LAS VEGAS, NV 89120
Location(s) of the company offices:	2509 E. RENO AVE, LAS VEGAS, NV 89120
Location(s) of the office that will provide the services described in this RFP:	2509 E. RENO AVE, LAS VEGAS, NV 89120
Number of employees locally with the expertise to support the requirements identified in this RFP:	10
Number of employees nationally with the expertise to support the requirements in this RFP:	10
Location(s) from which employees will be assigned for this project:	LAS VEGAS

4.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at http://nvsos.gov.

Question	Response
Nevada Business License Number:	NV20051136561
Legal Entity Name:	DEL SOL LANDSCAPE CONSTRUCTION, INC

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes	X	No	

If "No", provide explanation.

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	X

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

4.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	X

If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	X

If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

4.1.8 Vendors must review the insurance requirements specified in ***Attachment E, Insurance Schedule for RFP 3255.*** Does your organization currently have or will your organization be able to provide the insurance requirements as specified in ***Attachment E.***

Yes	Y	No	

Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.*** Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverages as specified in ***Attachment E, Insurance Schedule for RFP 3255.***

4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

4.1.11 Financial information and documentation to be included in Part III, Confidential Financial Information of vendor's response in accordance with Section 9.5, Part III Confidential Financial Information.

4.1.11.1 Dun and Bradstreet Number - 611498416

4.1.11.2 Federal Tax Identification Number – 542179513
INCLUDE 1 YR FINANCIAL STATEMENT

4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors?

Yes		No	X

If "Yes", vendor must:

4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:

A. Describe the relevant contractual arrangements;

B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and

C. Describe your previous experience with subcontractor(s).

4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:

A. Selecting and qualifying appropriate subcontractors for the project/contract;

B. Ensuring subcontractor compliance with the overall performance objectives for the project;

C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and

D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State's request, the State will be notified of such payments.

4.2.1.4 Provide the same information for any proposed subcontractors as requested in ***Section 4.1, Vendor Information***.

4.2.1.5 Business references as specified in ***Section 4.3, Business References*** must be provided for any proposed subcontractors.

4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

4.2.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in ***Section 4.2, Subcontractor Information***. The vendor must receive agency approval prior to subcontractor commencing work.

4.3 BUSINESS REFERENCES

4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.

4.3.2 Vendors must provide the following information for ***every*** business reference provided by the vendor and/or subcontractor:

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

Reference #:	1		
Company Name:	RICHARDSON CONSTRUCTION, INC		
Identify role company will have for this RFP project (Check appropriate role below):			
X	***VENDOR***		***SUBCONTRACTOR***
Project Name:	LORENZI PARK		
Primary Contact Information			
Name:	TONY MATEUS		
Street Address:	2207 W. GOWAN RD.		
City, State, Zip:	NORTH LAS VEGAS, NV 89032		
Phone, including area code:	702-647-2200		
Facsimile, including area code:	702-647-7340		

Email address:	TONY@RCLV.NET
Alternate Contact Information	
Name:	LOU RICHARDSON
Street Address:	2207 W. GOWAN RD.
City, State, Zip:	LAS VEGAS, NV 89032
Phone, including area code:	702-647-2200
Facsimile, including area code:	702-647-7340
Email address:	LOU@RCLV.NET
Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	GRADING & EARTHWORK. INSTALLATION OF NEW IRRIGATION, CONTROLLERS, VALVES, SOD, PLANTS & DG. 180 DAYS MAINTENANCE SERVICE INCLUDED IN CONTRACT WORK SCOPE.
Original Project/Contract Start Date:	2/2012
Original Project/Contract End Date:	1/2013
Original Project/Contract Value:	$790,000.00
Final Project/Contract Date:	5/2014
Was project/contract completed in time originally allotted, and if not, why not?	NO. OWNER CHANGE ORDER WORKS DELAYED ORIGINAL CONTRACT COMPLETION DATE. ADDITIONAL DAYS WERE PROVIDED BY THE OWNER FOR CHANGES MADE.
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	NO. ADDITIONAL CHANGE ORDER WORK INCREASED THE VALUE OF THE ORIGINAL CONTRACT PRICE.

Reference #:	2		
Company Name:	LAS VEGAS METROPOLITAN POLICE DEPT		
Identify role company will have for this RFP project (Check appropriate role below):			
X	***VENDOR***		***SUBCONTRACTOR***
Project Name:	METRO POLICE LANDSCAPE MAINTENANCE – VARIOUS LOCATIONS		
Primary Contact Information			
Name:		BILL CLIFFE	
Street Address:		3141 SUNRISE AVE.	
City, State, Zip:		LAS VEGAS, NV 89101	
Phone, including area code:		702-289-0240	
Facsimile, including area code:		702-828-1527	
Email address:		W6398C@LVMPD.COM	
Alternate Contact Information			
Name:		N/A	

Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	PERFORM LANDSCAPE MAINTENANCE AT 20 LOCATIONS OF METRO POLICE STATIONS WITHIN THE LAS VEGAS AREA. SERVICES INCLUDE CLEANING/ PICKING UP TRASH, MAINTAIN LANDSCAPE PLANTS & TREES, MAINTAIN AND PERIODICALLY CHECK IRRIGATION SYSTEMS AND CONTROLS.
Original Project/Contract Start Date:	10/2010
Original Project/Contract End Date:	11/2016
Original Project/Contract Value:	$165,000 PER YEAR
Final Project/Contract Date:	11/2016
Was project/contract completed in time originally allotted, and if not, why not?	ONGOING
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	ONGOING

Reference #:	3		
Company Name:	RED HILLS HOA		
Identify role company will have for this RFP project (Check appropriate role below):			
X	***VENDOR***		***SUBCONTRACTOR***
Project Name:	RED HILLS HOA		
Primary Contact Information			
Name:		KAREN MAVIS	
Street Address:		8712 RED BROOK DRIVE	
City, State, Zip:		LAS VEGAS, NV 89128	
Phone, including area code:		702-215-5077 XT. 11332	
Facsimile, including area code:		702-737-3360	
Email address:		KRISTALJEM@AOL.COM	
Alternate Contact Information			
Name:		N/A	
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			

Email address:	
Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	PERFORM LANDSCAPE MAINTENANCE SERVICES TO ENSURE THE COMMUNITY LANDSCAPE AREAS ARE "ASTHETICALLY PLEASING" IN THE PUBLIC VIEW. SCOPE OF WORK INCLUDES CLEANING/ PICKING UP TRASH, MAINTAINING LANDSCAPE PLANTS & TREES, MAINTAIN AND PERIODICALLY CHECK IRRIGATION SYSTEMS AND CONTROLS.
Original Project/Contract Start Date:	5/2012
Original Project/Contract End Date:	4/2016
Original Project/Contract Value:	$422,112.00
Final Project/Contract Date:	4/2016
Was project/contract completed in time originally allotted, and if not, why not?	YES.
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	YES.

4.3.3 Vendors must also submit ***Attachment F, Reference Questionnaire*** to the business references that are identified in ***Section 4.3.2***.

4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.

4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in ***Section 8, RFP Timeline*** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

4.4 VENDOR STAFF RESUMES (enclosed at end of manual)

A resume must be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per ***Attachment G, Proposed Staff Resume.***

5. COST

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

BUSINESS REFERENCE'S RESPONSE TO REFERENCE QUESTIONNAIRE FOR

STATE OF NEVADA REQUEST FOR PROPOSAL (RFP) 3255

LANDSCAPE SERVICES – LAS VEGAS

PART A – TO BE COMPLETED BY PROPOSING VENDOR – *Please type or print*	
Name of Company Submitting Proposal:	Del Sol Landscape Construction Inc.

PART B – IF APPLICABLE, NAME OF COMPANY ACTING AS SUBCONTRACTOR FOR VENDOR IDENTIFIED IN PART A – *Please type or print*	
Name of Subcontractor:	

PART C – BUSINESS REFERENCE INSTRUCTIONS	
1.	This Reference Questionnaire is being submitted to your organization for completion as a business reference for the company listed in Part A or Part B, above.
2.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: State of Nevada, Purchasing Division Subject: ***RFP 3255*** ***Attention:*** ***Purchasing Division*** Email: rfpdocs@admin.nv.gov Fax: 775-684-0188 Please reference the RFP number in the subject line of the email or on the fax.
3.	The completed Reference Questionnaire **MUST** be received ***no later than 4:30 PM PT July 8, 2016***
4.	Do **NOT** return the Reference Questionnaire to the Proposer (Vendor).
5.	In addition to the Reference Questionnaire, the State may contact references by phone for further clarification, if necessary.
6.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
7.	When contacting the State, please be sure to include the RFP number listed at the top of this page.
8.	We request all questions be answered. If an answer is not known please answer as "U/K". If the question is not applicable please answer as "N/A".
9.	If you need additional space to answer a question or provide a comment, please attach additional pages. If attaching additional pages, please place your company/organization name on each page and reference the RFP # noted at the top of this page.

PART D – COMPANY PROVIDING REFERENCE – *Please type or print* CONFIDENTIAL INFORMATION WHEN COMPLETED	
Company Providing Reference:	Richardson Construction
Contact Name:	Tony Mateus
Title:	Project Manager
Contact Telephone:	702-647-2200
Contact Email Address:	tony@rclv.net

RATING SCALE:

Where a rating is requested and using the Rating Scale provided below, rate the following questions by noting the appropriate number for each item. Please provide any additional comments you feel would be helpful to the State regarding this contractor.

Category	Rating
Poor or Inadequate Performance	0
Below Average Performance	1 – 3
Average Performance	4 – 6
Above Average Performance	7 – 9
Excellent Performance	10

PART E – QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
We have subcontracted them to perform the landscape activities on some of our projects.

2. Rate the firm's knowledge and expertise.	**RATING:9**
Comments: They have been performing landscape services in Southern Nevada for a long time and are experts in their field.	

3. Rate the vendor's flexibility relative to changes in the project scope and timelines.	**RATING:9**
Comments: Above average – they have always adapted to any changes in the scope or the schedule.	

4. Rate your level of satisfaction with hard copy materials produced by the vendor.	**RATING:10**
Comments: They have an outstanding record on approved submittals and record drawings. Their COR's are always accurate.	

5. Rate the dynamics/interaction between the vendor and your staff.	**RATING:9**
Comments: They are very professional and communicate very well	

6. Rate your satisfaction with the products developed by the vendor.	**RATING:9**
Comments: They have minimal punch list items and their work is performed per plans and specs.	

7. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor.)*	**RATING:9**
Comments: We have not had any issues with deliverables or them not performing their work as scheduled.	

8. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions.	**RATING:10**
Comments: They are very responsive and proactive/knowledgeable in providing resolutions to any issues.	

9. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted.	**RATING:9**
Comments: The owner is very "hands on" in field operations and requirements. This assists in keeping a great flow of work to meet project schedules.	

10. Rate the accuracy and timeliness of the vendor's billing and/or invoices.	**RATING:9**
Comments: There have not been any issues with the vendor's billings or invoices.	

11. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided.	**RATING:10**
Comments: They are very knowledgeable in their trade and can provide accurate resolutions very quickly.	

12. Rate the vendor's flexibility in meeting business requirements.	**RATING:9**
Comments: They are very accommodating and easily scheduled	

13. Rate the likelihood of your company/organization recommending this vendor to others in the future.	**RATING:10**
Comments: We always recommend their services.	

14. With which aspect(s) of this vendor's services are you most satisfied?
Comments: That the project will be performed as per plans and specs.

15. With which aspect(s) of this vendor's services are you least satisfied?
Comments: Nothing comes to mind.

16. Would you recommend this vendor to your organization again?
Comments: Yes, definitely.

PART F – GENERAL INFORMATION:

1. During what time period did the vendor provide these services for your organization?				
Month/Year:	February/2015	TO:	Month/Year:	March/ 2016

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

BUSINESS REFERENCE'S RESPONSE TO REFERENCE QUESTIONNAIRE FOR STATE OF NEVADA REQUEST FOR PROPOSAL (RFP) 3255 LANDSCAPE SERVICES – LAS VEGAS

PART A – TO BE COMPLETED BY PROPOSING VENDOR – *Please type or print*	
Name of Company Submitting Proposal:	

PART B – IF APPLICABLE, NAME OF COMPANY ACTING AS SUBCONTRACTOR FOR VENDOR IDENTIFIED IN PART A – *Please type or print*	
Name of Subcontractor:	

PART C – BUSINESS REFERENCE INSTRUCTIONS	
1.	This Reference Questionnaire is being submitted to your organization for completion as a business reference for the company listed in Part A or Part B, above.
2.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: State of Nevada, Purchasing Division Subject: *RFP 3255* *Attention:* *Purchasing Division* Email: rfpdocs@admin.nv.gov Fax: 775-684-0188 Please reference the RFP number in the subject line of the email or on the fax.
3.	The completed Reference Questionnaire MUST be received *no later than 4:30 PM PT July 8, 2016*
4.	Do NOT return the Reference Questionnaire to the Proposer (Vendor).
5.	In addition to the Reference Questionnaire, the State may contact references by phone for further clarification, if necessary.
6.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
7.	When contacting the State, please be sure to include the RFP number listed at the top of this page.
8.	We request all questions be answered. If an answer is not known please answer as "U/K". If the question is not applicable please answer as "N/A".
9.	If you need additional space to answer a question or provide a comment, please attach additional pages. If attaching additional pages, please place your company/organization name on each page and reference the RFP # noted at the top of this page.

PART D – COMPANY PROVIDING REFERENCE – *Please type or print* CONFIDENTIAL INFORMATION WHEN COMPLETED	
Company Providing Reference:	LVMPD
Contact Name:	BILL CHIFFE
Title:	FACILITIES PROJECT MANAGER
Contact Telephone:	702-284-0240
Contact Email Address:	W6398C@LVMPD.COM

RATING SCALE:

Where a rating is requested and using the Rating Scale provided below, rate the following questions by noting the appropriate number for each item. Please provide any additional comments you feel would be helpful to the State regarding this contractor.

Category	Rating
Poor or Inadequate Performance	0
Below Average Performance	1 – 3
Average Performance	4 – 6
Above Average Performance	7 – 9
Excellent Performance	10

PART E – QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

PROJECT MANAGEMENT

2. Rate the firm's knowledge and expertise. **RATING:** 10

Comments:

3. Rate the vendor's flexibility relative to changes in the project scope and timelines. **RATING:** 10

Comments:

4. Rate your level of satisfaction with hard copy materials produced by the vendor. **RATING:** 10

Comments:

5. Rate the dynamics/interaction between the vendor and your staff. **RATING:** 10

Comments:

6. Rate your satisfaction with the products developed by the vendor. **RATING:** 10

Comments:

7. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor.)*	RATING: 10
Comments:	

8. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions.	RATING: 10
Comments:	

9. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted.	RATING: 10
Comments:	

10. Rate the accuracy and timeliness of the vendor's billing and/or invoices.	RATING: 10
Comments:	

11. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided.	RATING: 10
Comments:	

12. Rate the vendor's flexibility in meeting business requirements.	RATING: 10
Comments:	

13. Rate the likelihood of your company/organization recommending this vendor to others in the future.	RATING: 10
Comments:	

14. With which aspect(s) of this vendor's services are you most satisfied?
Comments: HONESTY!

15. With which aspect(s) of this vendor's services are you least satisfied?
Comments: NONE

16. Would you recommend this vendor to your organization again?
Comments: YES

PART F – GENERAL INFORMATION:

1. During what time period did the vendor provide these services for your organization?				
Month/Year:	2011	TO:	Month/Year:	PRESENT

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

BUSINESS REFERENCE'S RESPONSE TO REFERENCE QUESTIONNAIRE FOR STATE OF NEVADA REQUEST FOR PROPOSAL (RFP) 3255 LANDSCAPE SERVICES – LAS VEGAS

PART A – TO BE COMPLETED BY PROPOSING VENDOR – *Please type or print*	
Name of Company Submitting Proposal:	Del Sol Landscape Construction, Inc.

PART B – IF APPLICABLE, NAME OF COMPANY ACTING AS SUBCONTRACTOR FOR VENDOR IDENTIFIED IN PART A – *Please type or print*	
Name of Subcontractor:	

PART C – BUSINESS REFERENCE INSTRUCTIONS	
1.	This Reference Questionnaire is being submitted to your organization for completion as a business reference for the company listed in Part A or Part B, above.
2.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: State of Nevada, Purchasing Division Subject: *RFP 3255* *Attention:* *Purchasing Division* Email: rfpdocs@admin.nv.gov Fax: 775-684-0188 Please reference the RFP number in the subject line of the email or on the fax.
3.	The completed Reference Questionnaire **MUST** be received ***no later than 4:30 PM PT July 8, 2016***
4.	Do **NOT** return the Reference Questionnaire to the Proposer (Vendor).
5.	In addition to the Reference Questionnaire, the State may contact references by phone for further clarification, if necessary.
6.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
7.	When contacting the State, please be sure to include the RFP number listed at the top of this page.
8.	We request all questions be answered. If an answer is not known please answer as "U/K". If the question is not applicable please answer as "N/A".
9.	If you need additional space to answer a question or provide a comment, please attach additional pages. If attaching additional pages, please place your company/organization name on each page and reference the RFP # noted at the top of this page.

PART D – COMPANY PROVIDING REFERENCE – *Please type or print* CONFIDENTIAL INFORMATION WHEN COMPLETED	
Company Providing Reference:	Red Hills HOA
Contact Name:	Karin Mavis
Title:	Vice President - Board of Directors HOA
Contact Telephone:	702-360-0870
Contact Email Address:	Kristaljem@aol.com

RATING SCALE:

Where a rating is requested and using the Rating Scale provided below, rate the following questions by noting the appropriate number for each item. Please provide any additional comments you feel would be helpful to the State regarding this contractor.

Category	Rating
Poor or Inadequate Performance	0
Below Average Performance	1 – 3
Average Performance	4 – 6
Above Average Performance	7 – 9
Excellent Performance	10

PART E – QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

Project Management

2. Rate the firm's knowledge and expertise. **RATING:** 10

Comments:

3. Rate the vendor's flexibility relative to changes in the project scope and timelines. **RATING:** 10

Comments:

4. Rate your level of satisfaction with hard copy materials produced by the vendor. **RATING:** 10

Comments:

5. Rate the dynamics/interaction between the vendor and your staff. **RATING:** 10

Comments:

6. Rate your satisfaction with the products developed by the vendor. **RATING:** 10

Comments:

7. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor.)*	**RATING:** 10
Comments:	

8. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions.	**RATING:** 10
Comments:	

9. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted.	**RATING:** 10
Comments:	

10. Rate the accuracy and timeliness of the vendor's billing and/or invoices.	**RATING:** 10
Comments:	

11. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided.	**RATING:** 10
Comments:	

12. Rate the vendor's flexibility in meeting business requirements.	**RATING:**
Comments:	10

13. Rate the likelihood of your company/organization recommending this vendor to others in the future.	**RATING:** 10
Comments: Absolutely	

14. With which aspect(s) of this vendor's services are you most satisfied?
Comments: Maintaining our beautiful property and always going above and beyond to satisfy our needs.

15. With which aspect(s) of this vendor's services are you least satisfied?
Comments: NONE

16. Would you recommend this vendor to your organization again?
Comments: Yes, No Question

PART F – GENERAL INFORMATION:

1. During what time period did the vendor provide these services for your organization?				
Month/Year:	2011	TO:	Month/Year:	2016

PROPOSED STAFF RESUME FOR RFP 3255

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***DEL SOL LANDSCAPE CONSTRUCTION, INC***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***SAL MARTINEZ***	**Key Personnel: (Yes/No)**	***YES***
Individual's Title:	***ACTIVE OWNER / PROJECT MANAGER***		
# of Years in Classification:	***11***	**# of Years with Firm:**	***11***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

1) Solicit, manage, QC, organize crews and perform installation for various small and large scale commercial and residential landscape construction and maintenance within the State of Nevada.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

1) 2005 – present: Del Sol Landscape Construction Inc, 2509 E. Reno Ave, LV NV 89120, Active Owner / PM – solicit, manage, QC, and organize crews to perform various small and large scale commercial and residential landscape construction and maintenance within the State of Nevada. The company's scope of work on these projects include, but not limited to, design and installation of irrigation systems, install trees and shrubs, earthwork, and landscape maintenance services.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

1) Rancho High School, 1900 E Searles Ave, LV NV 89101 – non-graduate

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

1) Qualifying Individual with C-10 contractor license (Nevada State)
2) Osha 30 certified.

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

1) Brian G. Smith, Facilities Project Manager, LVMPD, (702) 828-2977 / (702) 828-1527, b7827s@lvmpd.com

2) Tony Mateus, Project Manager, Richardson Construction, (702)647-2200 / (702) 647-7340, tony@rclv.net

3) Bill Cliffe, Manager, LVMPD, (702) 289-0240 / (702) 828-1527, w6398c@lvmpd.com

PROPOSED STAFF RESUME FOR RFP 3255

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***DEL SOL LANDSCAPE CONSTRUCTION INC***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***MARCELINO HERRERA***	**Key Personnel: (Yes/No)**	***YES***
Individual's Title:	***FOREMAN ASST***		
# of Years in Classification:	***6***	**# of Years with Firm:**	***11***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

1) Assist Foreman and active owner with organization of personnel and perform installation of irrigation systems for various small to large scale commercial and residential landscape construction and maintenance projects for both government and private entities within the State of Nevada.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

1) 2005 – present: Del Sol Landscape Construction Inc, 2509 E. Reno Ave, LV NV 89120, Asst Foreman – Assist Foreman and active owners with organization of personnel and perform installation of irrigation systems for various small to large scale commercial and residential landscape construction and maintenance projects for both government and private entities within the State of Nevada.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

1) High School in Mexico – High School Graduate

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

1) OSHA 10 Certified.

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

1) John Poon, Superintendent, Richardson Construction, (702) 324-8909 / (702) 647-7340, rcipoon@gmail.com

2) Adrian Ramirez, Foreman, GTI Landscape, (702) 776-3299

3) Bill Cliffe, Manager, LVMPD, (702) 289-0240 / (702) 828-1527, w6398c@lvmpd.com

PROPOSED STAFF RESUME FOR RFP 3255

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***DEL SOL LANDSCAPE CONSTRUCTION INC***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***JOSE LUIS IBARRA OJEDA***	**Key Personnel: (Yes/No)**	***YES***
Individual's Title:	***GENERAL ASST***		
# of Years in Classification:	***1***	**# of Years with Firm:**	***4***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

1) Assist field Foreman with installation of irrigation systems for various small to large scale commercial and residential landscape construction and maintenance projects for both government and private entities within the State of Nevada.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

1) 2012 – present: Del Sol Landscape Construction Inc, 2509 E. Reno Ave, LV NV 89120, General Asst – Assist field Foreman with installation of irrigation systems for various small to large scale commercial and residential landscape construction and maintenance projects for both government and private entities within the State of Nevada.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

1) High School in Mexico – non-graduate.

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

1) OSHA 10 Certified.

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

1) Javier Ramirez, Supervisor, US Landscape, (702) 254-0444

2) Mario Huerta, Supervisor, Valley Crest, (702) 597-2556

3) Ruiz, Owner, Ruiz Landscape, (702) 480-5722

PROPOSED STAFF RESUME FOR RFP 3255

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***DEL SOL LANDSCAPE CONSTRUCTION INC***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***RICARDO GARCIA***	**Key Personnel: (Yes/No)**	***YES***
Individual's Title:	***FOREMAN***		
# of Years in Classification:	***4***	**# of Years with Firm:**	***6***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

1) Organize and manage landscape and maintenance crews for clean up, pruning of trees and shrubs, monitor and test backflows and controllers. Install irrigation systems inclusive of turf system, drip systems, and backflow assemblies.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

1) 2010 – present: Del Sol Landscape Construction Inc, 2509 E Reno Ave, LV NV 89120, Foreman, Organize and manage landscape and maintenance crews for clean up, pruning of trees and shrubs, monitor and test backflows and controllers. Install irrigation systems inclusive of turf system, drip systems, and backflow assemblies.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

1) Los Angeles Community College, 770 Wilshire Blvd, LA CA 90017 – incomplete.

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

1) Osha 30 certified.
2) Backflow Prevention Assembly Repair (cert. by ABPA Silver State Chapter)
3) Scissorlift and Boomlift operator (cert. by SI)
4) Water Smart Contractor (cert. by SNWA)
5) Backflow Prevention Assembly General Tester (AWWA)
6) Backflow Tester (cert. by SN Backflow Services)

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

1) John Poon, Superintendent, Richardson Construction, (702) 324-8909 / (702) 647-7340, rcipoon@gmail.com

2) Bill Morgan, Supervisor, Management Company, (702) 277-0036

3) William Gordan, Personal Reference, (702) 634-8834

DELSO-8 OP ID: QO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/21/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Mahoney Group-Las Vegas
6029 South Rainbow Blvd.
Las Vegas, NV 89118
Jake L. Sanders

Phone: 702-736-3671
Fax: 702-736-3672

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance	24082
INSURER B : Technology Insurance Company	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Del Sol Landscape Construction, Inc.
2509 East Reno Ave
Las Vegas, NV 89120

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X No Deductible GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		BKS55746186	12/18/15	12/18/16	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS X No Deducti			BAS55746186	12/18/15	12/18/16	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC3524032	12/18/15	12/18/16	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Automatic Additional Insured per form CG88100413 when required by written agreement.

CERTIFICATE HOLDER

RAINBOW

Rainbow Academy
950 W. Lake Mead Blvd
Las Vegas, NV 89106

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

SUBJECT	PAGE
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

© 2013 Liberty Mutual Insurance
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to **Section IV - Commercial General Liability Conditions,** Condition **4. Other Insurance,** Paragraph **b. Excess Insurance:**

   The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:**

   a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

   Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

   (i) Premises rented to you for a period of 7 or fewer consecutive days; or

   (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

   Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

   A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

© 2013 Liberty Mutual Insurance
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments,** Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A** and **B**, Paragraph **1.b.** is replaced by the following:

b. Up to **$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

© 2013 Liberty Mutual Insurance
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

b. Premises or facilities rented by you or used by you; or

c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

(1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;

(2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".

(3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

© 2013 Liberty Mutual Insurance
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.

b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declaratio ns.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition **4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph **a. Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

© 2013 Liberty Mutual Insurance
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

b. The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

© 2013 Liberty Mutual Insurance
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph **3.** of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **6. Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions,** Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

© 2013 Liberty Mutual Insurance
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

© 2013 Liberty Mutual Insurance
Includes copyrighted material of Insurance Services Office, Inc., with its permission.