

CLARK COUNTY, NEVADA

REQUEST FOR PROPOSAL

RFP NO. 602956-13 CONTRACT FOR CUSTODY SERVICES

The RFP package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 602956 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

No pre-proposal conference will be held for this RFP. If your firm is unfamiliar with the County Request for Proposal (RFP) procedures and would like to obtain training on the submittal process for this RFP, please contact Chetan Champaneri, Purchasing Analyst II, at (702) 455-2729 no later than **FRIDAY, AUGUST 30, 2013**.

Proposals will be accepted at the Clark County Government Center address specified above, on or before **SEPTEMBER 6, 2013 at 3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

PUBLISHED:
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AUGUST 2, 2013

GENERAL CONDITIONS
RFP NO. 602956-13
CONTRACT FOR CUSTODY SERVICES

1. TERMS

The term "OWNER," as used throughout this document will mean the County of Clark, Las Vegas, Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners which is the Governing Body of Clark County. The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer or his designee responsible for the Purchasing and Contracts Division. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

The OWNER is soliciting proposals for Custody Services.

3. BACKGROUND

Clark County, formed in 1909, is the most populous of Nevada's 17 counties with 70 percent of the state's population. The County is a dynamic and innovative organization dedicated to providing top-quality service with integrity, respect and accountability. With jurisdiction over the world-famous Las Vegas Strip and covering an area the size of New Jersey, Clark is the nation's 14th-largest county and provides extensive regional services to more than 2 million citizens and 42 million visitors a year. Included are the nation's 8th-busiest airport, air quality compliance, social services and the state's largest public hospital, University Medical Center. The County also provides municipal services that are traditionally provided by cities to almost 900,000 residents in the unincorporated area. Those include fire protection, roads and other public works, parks and recreation, and planning and development.

The Clark County Treasurer (Treasurer) responsible for overseeing the receipt and disbursement of County revenues and for administering banking and investment services. The Treasurer pools the County's cash balances of substantially all funds on deposit and invests for the purpose of providing safety of principal, liquidity, and maximum risk-adjusted rate of return which is consistent with stated investment constraints in governing document terms and conditions. The County operates on a fiscal year beginning July 1st and ending June 30th.

The Treasurer maintains five (5) custodial accounts and manages approximately \$5 billion of fixed income assets. The County utilizes FTN Financial Main Street Advisors as its Cash and Investment Manager, as well as Wells Capital Management as Investment Manager for a separate Corporate Bond Portfolio.

Cash Management

Core

Tax Receiver

Water Reclamation District

Corporate Bonds

Each day the Treasurer provides cash flow information regarding the Cash Management and Tax Receiver accounts to the Custodian. Other accounts may be added in the future.

The estimated annual volumes of certain transactions in the County's custodial accounts:

Buy Transactions* 300

Sell Transactions* 200

Wires to County's commercial bank 150

(*including money market transactions)

The current investment portfolio is listed on the County Treasurer's website at <http://clarkcountynv.gov/treasurer>.

4. OBJECTIVE

As part of the County's continuing efforts to ensure excellence in financial management, the Treasurer is inviting competitive proposals for its custody services with these objectives: to reduce costs, make improvements where possible, and fully implement new applicable technologies.

The intent of this RFP is to identify a financially sound federal or state chartered financial institution that can offer the highest quality of custody services at the lowest overall cost to the County. The establishment of a three (3) year contract with two (1) year options is desired.

The County intends to keep the Custodial and Corporate Trust services (RFP # 602954-13) bundled, but reserves the right to unbundle based upon the proposer's ability to provide all requirements for each service. The County seeks an integrated package of cost efficiency, client servicing, fee structure, technical expertise, and capabilities to meet the needs of the County.

5. SCOPE OF PROJECT

The Scope of Work of this RFP is contained within Exhibit 1, Scope of Work, of the attached sample Contract.

6. DESIGNATED CONTACTS

Questions concerning the scope of work and regarding the selection process for this RFP may be directed to Chetan Champaneri, Purchasing Analyst, Clark County Finance Department, Purchasing and Contracts Division, telephone number (702) 455-2724, or email chetanc@ClarkCountyNV.gov by no later than 5:00 p.m. PST on August 9, 2013.

7. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

8. TENTATIVE DATES AND SCHEDULE

Deadline for Submitting Questions: August 9, 2013

Answers to all Questions Submitted on or about: August 21, 2013

Proposal Due Date: September 6, 2013

Finalist Selection: October 4, 2013

Finalist Presentation if applicable: week of October 14th, 2013 (One Day)

Final Proposal Selection: October 18, 2013

Contract Negotiations: October 18th – November 15th, 2013

Award and Approval of Final Contract: December 3, 2013

9. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING MANAGER OR HER DESIGNEE. The finalists may be requested to provide the OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. The OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal the OWNER deems best suited to fulfill the requirements of the RFP. The OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

The fees for the professional services will be negotiated with the PROPOSER selected.

10. EVALUATION CRITERIA

The Treasurer will utilize the selection criteria listed below (not in order of importance or weighting) at its sole discretion to evaluate proposals and determine a best-suited provider for the requested services.

A. Proven experience and service capacity

1. Proposer will be evaluated based on the depth and breadth of its custody services, expertise, and capacities. This will include reference verification.
2. Proposer must dedicate a team of experienced and qualified professionals to sufficiently provide requested services. The credentials, experience and track record of past performance of the service team will be evaluated.
3. The quality of the proposer's technology solutions for processing and reporting financial transactions, including ease of navigation, seamless integration of multiple system interfaces, timeliness of information reporting, and systems stability will be assessed.

4. The proposer must be able to demonstrate that it has capabilities to perform required services and has redundancy capabilities to ensure continued processing during emergencies.
5. The Treasurer seeks a proposer which offers on-going products and service enhancements to add value to the County.

B. Financial strength and risk management

1. A review of the proposer's financial capability and strength based on its financial statements and RFP responses will be conducted. The ability to sustain long-term stability and endure market-driven volatility will be considered, as well as the ability to monitor and manage risk.

C. Response to the RFP

1. The eligible proposer is expected to adhere to the requirements and comply with the instructions detailed in this RFP. The quality, conciseness, and completeness of the proposal will be assessed.
2. The County seeks proposer's timely responses to additional inquiries.
3. Proposal responses to the questionnaire should be no longer than 65 pages, excluding exhibits and report samples. Responses in excess of 65 pages may disqualify.
4. Proposed fees: The County seeks best-suited services with lowest associated costs. Proposed fees will be an important consideration, but the County will not be obligated to select the lowest bidder.
5. Other criteria in the County's best interest not delineated above.

11. MINIMUM QUALIFICATIONS

- A. Proposer must be a state or national bank or trust company that is a member of the Federal Deposit Insurance Corporation, including, without limitation, a branch of the Federal Reserve Bank and subject to supervision or examination by a federal or state agency
- B. Proposer must have a credit rating of AA- or better, or its equivalent from a nationally recognized ratings service.
- C. Proposer must have at least \$1 billion in total market capitalization as of 3/31/13.
- D. Proposer must have total custody assets of \$500 billion or more of fixed income assets for which it is providing custody.
- E. Proposer must have been in the investment custody business for a minimum of ten (10) years and have at least five (5) years documented experience in providing investment custodial services for public sector (state and/or local government) clients with assets that exceed \$1 billion.
- F. The person(s) who will act as the proposer's lead service contact(s) for the contract(s) should have at least five (5) years experience in investment custodial services for public sector (state and/or local government) clients with assets in excess of \$1 billion.
- G. Proposer must have errors and omissions insurance coverage of at least \$10 million.
- H. Proposer must be able to provide all of the required services.

The Treasurer reserves the right to request additional information as may be reasonably required to determine or further investigate qualifications of the proposer.

12. EVALUATION INFORMATION

In order to effectively compare proposals, and evaluate them uniformly and objectively, all proposals must be submitted in accordance with the requested format. Each question should be restated and followed by the proposer's corresponding response. No extraneous information or marketing materials of non-requested services should be included. Proposals shall contain the following information.

COVER LETTER

The cover letter should provide a statement that the proposing institution meets the minimum qualifications listed in Item No. 11 – Minimum Qualifications, listed above, and a short statement summarizing the strengths of the organization as it relates to the scope of services in section 5 of this RFP why the institution believes it should be selected. The letter should be signed by an officer of the institution, and should address the institution's willingness and commitment to provide the proposed services to the County. No pricing information should be included in this section

In addition, the Proposal submittal shall contain a statement that declares all information provided therein does not include any Confidential Proprietary and/or Private information as identified in Section 19 and 20 of this Request for Proposal. It must also identify that the statement supersedes and nullifies any page in the Proposal that may be marked as Confidential, Proprietary, and/or Private and acknowledge that the Proposal will become Public Information upon award. The statement must be signed by the PROPOSER'S Authorized Representative. Failure to provide such declaration may be deemed as ground for return of the unread proposal and not be considered for award.

TABLE OF CONTENTS

The PROPOSER RFP Table of Contents should following the RFP format below and each tab shall be identified using the same sequencing and title as identified herein and as identified within Exhibit 2 – Questionnaire.

I. QUESTIONNAIRE

PROPOSER shall complete and/or provide all information requested in Exhibit 2 – Questionnaire.

II. Compliance with the OWNER’S Standard Contract

Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract. PROPOSER(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

III. Work Completed Locally

Provide information to local resources that would be utilized and the degree of the PROPOSER'S knowledge and familiarity with the local community's needs and goals.

- 1) Clark County/Las Vegas office address (if any).
- 2) Year Clark County/Las Vegas office established.
- 3) Employment (number of current employees by category):

Company	Managerial	Technical	Administrative
Office Personnel located in Clark County / Las Vegas			
Total Firm Personnel			

- 4) Provide a statement as to your firms local resources that will be utilized to complete the work.
- 5) Estimate of the percentage and the kinds of work to be accomplished by the PROPOSER with staff presently residing in Clark County, Nevada.

IV. Affiliations

If the project is to be accomplished through an affiliation or joint venture of several firms, the names and address of those firms, shall be furnished for each.

V. Insurance

The PROPOSER'S ability to provide the required certificates of insurance as indicated in the attached Standard Contract Exhibit B, PROPOSER must provide a statement that firm will comply with insurance requirements.

VI. Disclosure of Ownership/Principals

Proposer must complete and submit the attached Disclosure of Ownership/Principals form with its PROPOSERS.

VII. Other

Other factors the PROPOSER determines appropriate which would indicate to the OWNER that the PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

Proposer shall provide the following documents utilizing the format, sequencing and title noted below:

- VIII. Appendix A – Customer Service Evaluation Results
- IX. Appendix B – Monthly Statements / Reports
- X. Appendix C – SAS 70 Audit Report
- XI. Appendix D – Short-term Investment Vehicles
- XII. Appendix E – Conversion Calendar and Task List
- XIII. Appendix F – Performance Reports
- XIV. Appendix G – Fixed Income Benchmark Indices
- XV. Appendix H – Sample Bill
- XVI. Exhibit 3 – Fee Proposal

13. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 65 pages.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.

The PROPOSER shall submit one (1) clearly labeled original and (7) copies of their proposal, including nine (9) CD copies of their proposal. The name of the PROPOSER'S firm shall be indicated on the spine and cover of each binder and CD label.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the PROPOSER and the RFP number and title. No responsibility will attach to the OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. Proposals are time-stamped upon receipt. Proposals time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR ELECTRONIC SUBMITTALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/ mailing instructions for proposals:

Hand Delivery

Clark County Government Center
Purchasing and Contracts Division
500 South Grand Central Parkway, 4th Fl
Las Vegas, Nevada 89106

U.S. Mail Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

Express Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
Las Vegas, Nevada 89106

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

14. WITHDRAWAL OF PROPOSAL

PROPOSER may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a proposal release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The PROPOSER'S offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

15. REJECTION OF PROPOSAL

OWNER reserves the right to reject any and all proposals received by reason of this request.

16. PROPOSAL COSTS

There shall be no obligation for the OWNER to compensate PROPOSER for any costs of responding to this RFP.

17. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

18. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSERS in written form from the Purchasing Analyst. OWNER is not bound by any specifications by OWNER'S employees, unless such clarification or change is provided to PROPOSERS in written addendum form from the Purchasing Analyst.

19. PUBLIC RECORDS

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

20. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to the PROPOSER and will not be considered for award.

21. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER and prospective PROPOSER acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER void.

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

22. CONTRACT

A sample of the OWNER'S Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

23. BUSINESS LICENSE REQUIREMENTS

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFP, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

A. Clark County Business License is Required if:

1. A business is physically located in unincorporated Clark County, Nevada.
2. The work to be performed is located in unincorporated Clark County, Nevada.

B. Register as a Limited Vendor Business Registration if:

1. A business is physically located outside of unincorporated Clark County, Nevada
2. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov, go to "Business License Department" (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

**EXHIBIT 1
SCOPE OF WORK**

Custody Services

CONSULTANT shall provide, but not limited to, the following services described herein:

1. Asset safekeeping, accurate trade processing and settlement, and timely resolution of failed trades;
2. Asset servicing (including income and dividend collection), daily automated sweeps of excess cash balances, wire transfers and any other services required by the County;
3. Accounting for all portfolio transactions, reporting on all transactions, asset values and performance;
4. Reporting of all transactions in compliance with all Generally Accepted Accounting (GAAP) and Governmental Accounting Standards Board (GASB) principles;
5. Global Investment Performance Standards (GIPS®) compliant performance measurement and analytics;
6. Online access to balances and daily transactions, including receipts, disbursements, daily market valuation of security holdings, and other transactions;
7. Monthly audited transactional activity statements and reports for all accounts and asset types, including the market value of all securities. The statement cut-off should be the last day of the month. Audited statements must be sent no later than the tenth (10th) business day of the following month and be available electronically;
8. Establish a working relationship with the County external cash and investment manager in order to facilitate trading activity and the processing and accounting of all securities transactions;
9. Respond to all County auditor (internal and external) requests in a timely manner;
10. Offer a variety of NRS compliant money market funds to be used as part of the automated sweep program for each custody account;
11. Maintenance of separate accounts for each of the five (5) accounts: Cash Management, Core, Tax Receiver, Water Reclamation District, Corporate Bonds;
12. Process wire transfers (incoming and outgoing) in accordance with instructions received from the County;
13. Dedicated client service team;

**EXHIBIT 2
QUESTIONNAIRE**

PROPOSER shall complete and/or provide all information requested herein. Failure to respond to all questions may adversely impact the evaluation of your proposal.

1. Proposer's Background

(Tab A) Organization:

1. Provide your institution's complete name, address, telephone number, and facsimile number. Include detailed contact information for the primary relationship manager.
2. Describe your institution, its line(s) of business, your parent organization and any related affiliates. Include the ownership structure of your institution, and how this relates to the parent organization and any related affiliates.
3. Describe the overall business objectives of the organization with respect to future growth, including recent or anticipated mergers.
4. Provide an overview of the institution. Identify the primary office to which the County will be assigned for its Custody services business.
5. Describe any significant developments in your institution within the past three years, such as changes in ownership, restructuring or personnel reorganizations.
6. Describe your institution's commitment to its Custody services in the context of the overall corporate strategy. What are your competitive advantages?
7. Provide an organization chart outlining the Custody Program structure and relationship / reporting hierarchy of Custody services within the institution.
8. Describe your institution's credit quality and overall financial strength; include your institution's latest long and short-term debt ratings from a nationally recognized ratings service. Provide tier 1 capital ratio levels for the past five years.
9. Within the past three years, has your institution or an officer or principal of your institution been involved in any litigation, legal proceedings, or investigations by a regulatory authority? If the answer is yes to any of these, please give a detailed explanation and the current status.
10. What is the limit on your error's and omissions insurance policy and who is the insurance carrier?
11. Have there been any losses through negligence, errors or omissions in connection with your Custody services operations during the past five years? If yes, provide by attachment annual losses and complete details on individual losses exceeding \$10,000.

(Tab B) General:

1. What is the market capitalization of your institution?
2. What is the total of all assets in custody?
3. Provide the total number of clients, for which your institution provides Custody services.
4. Identify your five largest and five smallest state and /or local government clients for which you provide Custody services. Provide their average size of Custody assets.
5. Provide the number of Custody clients have you gained, lost and retained in each of the past three years? For each account lost, indicate the reason for termination.
6. What percent of the bank's overall earnings are derived from Custody services?
7. Describe any ongoing educational programs, user conferences, publications, or other means you have of keeping clients fully educated and providing a forum for new ideas and needs.
8. Provide a copy of all agreements, including the Custody services agreement and any ancillary service agreements that will be required to be in place prior to conversion.

**EXHIBIT 2
QUESTIONNAIRE**

(Tab C) References:

Please provide three (3) public sector (state and/or local government) references that are of similar size and scope of Custody service utilization currently as that of the County.

Contact Name:
Title:
Email:.....
Name of Customer:
Address:
Telephone Number:
Fax Number:
Asset Size:
Number of Years as Customer:

2. Custody Services

(Tab D) Custody and Safekeeping

1. Describe your depository memberships and the services you use at these depositories.
2. Describe your system for the registration and custody of assets.
3. Are there any restrictions on the types of securities that may be held for safekeeping? If so, what are they?
4. Describe all insurance coverage and indemnification relevant to the custody department. Indicate the type and amount.
5. What, if any, securities have been misplaced or lost during the past three years? If any, describe the circumstance(s) and what was done to correct the problem.
6. Does your bank require a Demand Deposit Account (DDA) underlying each custody account? If so, briefly describe how fund balances are determined (e.g., posting cycles, availability) and the basis for compensation on these accounts. Are transactions posted individually or in aggregate?
7. Is the bank willing to accept responsibility for losses of securities held in depository and clearing agencies? If no, please explain.
8. Describe your bank's capability to accommodate SEC Rule 144A securities.

(Tab E) Customer Service:

1. How many staff members are devoted exclusively to the delivery of Custody services?
2. Describe how your client service group is organized. Include hours of operation for client administration and operations (trade instructions). If there is no formal group, discuss how client services are addressed. Identify key individuals and specific responsibilities of those who would be assigned to the County. Describe what each person's role and responsibilities will be, as well as the relevant credentials, experience and past performance of each person on the relationship management team
3. Describe how client inquiries are tracked and monitored? What are the standard response times?
4. How are complaints and requests for changes handled?
5. Describe how you monitor customer satisfaction. When did the bank last measure service quality and customer service? Provide the results of that evaluation. (Appendix A – Customer Service Evaluation Results).
6. Describe any ongoing training programs, educational sessions, user conferences, publications or other means you have for keeping clients fully educated and for providing a forum for new ideas.
7. Describe any value added services that you believe could benefit the County.

(Tab F) Accounting and Reporting:

1. Describe the method the system transacts and reports data. Is it by trade date, contractual settlement date, or cash basis? Can the system accommodate a combination of these?
2. Describe your amortization and accrual accounting capabilities.

**EXHIBIT 2
QUESTIONNAIRE**

3. Does your system show accrued interest on discount securities such as T-bills and Commercial Paper?
4. Describe the procedures used to reconcile client and custodian records?
5. Describe the on-line real time reporting capabilities for clients and their investment managers.
6. Describe any unique features of your standard reports (e.g. credit ratings) and provide a hard copy sample of your monthly Custody services accounting statement/report(s). (Appendix B – Monthly Statements / Reports).
7. Describe any ad hoc reporting capabilities from available data? To what extent can the accounting and reporting be customized to meet the needs of the County?
8. Describe the report schedule and account alert (via email) capabilities. What formats are available?
9. How long are account transactional data and reports available online?
10. Can data from your on-line system be exported to applications such as Sympro, Microsoft Excel and other commonly used programs?
11. Describe how the system reports daily investable cash balances to the County.
12. Will you be able to provide market values on a daily basis?
13. Describe the basis for monthly audited reports. Are the asset holdings and transactions based on settlement date accounting, settlement date accounting with pending trade adjustments, or trade date accounting? When are month-end audited accounting statements/reports delivered?
14. How soon after year-ends are audited annual statements/reports available?

(Tab G) Audit Controls:

1. Provide a link to a website for audited financial statements for the past three years and the most recent published audited annual report.
2. Provide a Statement on Auditing Standards-70 (SAS-70 report). If available, provide a link to a website to access the SAS-70, otherwise provide as an appendix. (Appendix C – SAS 70 Audit Report).
2. What levels of management review are made of audit reports and who or what level is required to implement changes to correct audit deficiencies noted?
3. Who is responsible for monitoring audit recommendations made to management?
4. What federal or state agency regulates and examines your organization and what were the most recent results?

(Tab H) Trade Settlement:

1. Describe your trade settlement process. Include a process flow chart showing the level of automation and how transactions post to the system. What is the lag time between trade execution, availability of on-line transaction data, and the posting of the transaction to the accounting system?
2. Does your system have built-in edit features to ensure accuracy in trade input (e.g., security description/security identifier cross check features, calculations of remaining par on factor-based securities, computation of accrued interest)?
3. Describe how trades, holdings and other information are communicated to and from the County? What level of automation and customization is available?
4. Describe how purchase and sale settlements post. Identify whether you use actual or contractual settlement basis? If you utilize a contractual settlement approach, are there any stipulations or exceptions to this method?
Describe how you handle corrections/reversals (i.e., as adjustments or as offsetting purchases and sales)?
5. Provide the trade cut-off times (Pacific Time) that apply for daily and month end transactions. Specify if cut off times are different for different types of securities.
6. Does your system allow "block" trading by providing the ability to allocate a single trade over multiple accounts or aggregating a position sold from multiple accounts?
7. Describe how time sensitive wires are handled by your bank. Can the County initiate on-line wire transfers?

**EXHIBIT 2
QUESTIONNAIRE**

8. Describe your procedures to monitor and resolve failed trades. Include notification process to the County and compensation for lost income for failed trades. How do you minimize failed trades? Can the County view failed trades on line?

(Tab I) Mortgage-Backed and Asset-Backed Securities:

1. Describe your bank's capability to process trades and safekeep mortgage-backed securities.
2. Describe any automated upload capabilities to accept transaction information including turn arounds, partial settlements and substitutions?
3. What internal controls exist to identify inaccurate trade data at the pool (lot) allocation level (e.g., factor verification, cross match on CUSIP, recomputation, etc)? When and how are discrepancies communicated to the County?
4. Describe the ability to provide automated intermediate updates on mortgage-backed and asset-backed security settlements to the County during the course of the settlement day. Provide the timing and method of notification to the County on these settlements.
5. Describe the processing of monthly principal and interest (P & I) payments for mortgage-backed and asset-backed securities. At what point are P & I projections available? How often are P & I projections updated? How far into the future can projections be run?
6. Describe the process by which P & I discrepancies are investigated and resolved and how County accounts are charged or credited. Indicate the performance benchmark for each of these three aspects.
7. How is P & I posted to the custody and/or DDA accounts? Is it posted as a single entry or two entries, one for total principal and one for total interest, or individual entries for each pool?
8. Are factor and principal payment histories maintained? If so, are they available to the County? If not, are current factor and payment data files made available to clients?

(Tab J) Income Collection:

1. What are your sources of, and how do you account for pay down information on all factor-based securities (e.g., MBS, ABS)? Do you maintain a record of the original face amount purchased?
2. Describe your policy for posting income (i.e., contractual vs. actual).
3. When does income become available for investment?
4. Do you provide pre-notification for income reversals?
5. Describe the system forecasting capabilities (e.g. cash balance projection reporting).

(Tab K) Cash Management:

1. Provide a list of the short-term investment vehicles (Government money market funds) available to the County that would be permissible under NRS 355.170 and appropriate for the County. Include –
 - Fund names
 - CUSIP
 - Ticker(Appendix D – Short-term Investment Vehicles)
2. Does the bank provide automated sweep vehicles for the investment of excess balances? If so, describe the nature of the vehicles, cut-off times that apply and how the sweep mechanism works to move funds into and out of the selected sweep vehicle and ensure cash balances are invested.
3. Can the County utilize money market funds not managed by your firm?
4. Describe any-time restrictions for investment transactions relayed to you?
5. Provide the turnaround time for processing disbursement requests.

**EXHIBIT 2
QUESTIONNAIRE**

(Tab L) Pricing:

1. What vendors are used for pricing each type of US domestic fixed income security?
2. How frequently are prices updated?
3. Provide an overview of your daily valuation process, including the controls in place to ensure that securities are priced accurately.
4. Do asset valuations include accrued income and pending transactions?
5. How are valuation differences resolved between the client and the Custodian?
6. Do you have secondary or back up pricing methods? Can the County specify alternative pricing sources?
7. Is the pricing system available to “feed” investment management software?

(Tab M) External Investment Manager

1. Describe how your organization interacts and communicates with investment managers. Include details for the month end reconciliation process.
2. Does your organization have a separate investment manager liaison group? If so, describe the structure of the group and how it relates to and communicates with the customer service group.
3. Describe any differences in the information delivery system that the investment manager uses than the client information reporting system.
4. Describe the methods that the investment manager can communicate trade data to the Custodian.
5. What procedure is used to assure accurate information is entered into the system?
6. How is trade information matched between investment advisor and broker? What automatic edits are built into the system? What is the error rate on trade input?

3. Technical Capabilities

(Tab N) System Capabilities:

1. Describe the hardware and software systems used in Custody operations.
2. Does the system use dedicated hardware? If not, describe the priority given to Custodial systems versus other systems sharing the same hardware?
3. Is the Custody department supported by a dedicated data processing, programming and application staff? Describe the technical support available.
4. Describe your back-up and recovery capabilities in place for daily operations.
5. Describe any major changes and/or upgrades planned for the system. Will you require modification on your client side?
6. Describe the advantages of the system.
7. Describe the limitations of the system.
8. Describe any training provided for County personnel in the use of the on-line system?
9. Based on the information provided in the RFP and your firm’s knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that should be considered for further improving the effectiveness of the County’s custody operations.
10. Describe the security measures available for web applications available to the County system administrators. Include your password policy and administration features for client administrators.

EXHIBIT 2 QUESTIONNAIRE

(Tab O) - Disaster Recovery:

1. Describe your disaster recovery plans and procedures to provide continuing service in the event of a localized disaster for time frames of up to 30 days. Include notification to the County, and estimates of time frames required to resume service in all functional areas, including systems, operations and client administration.
2. How often are contingency plans reviewed and tested? Briefly describe the testing methodology (e.g., simulated disaster with the actual off-site system regeneration and recovery). When was the plan last tested and what were the results of that test?
3. Have you ever had to implement your disaster recovery plan in an actual disaster? If so, describe the circumstances in the effectiveness of the plan?
4. Describe the availability of remote-access for the County.

(Tab P) - Transition and Conversion Management:

1. Describe your conversion approach (do you have dedicated resources for conversions— *i.e.*, personnel, equipment, consultants).
2. Provide a detailed task list and schedule on how you will approach the process of transition from our existing Custody relationship, including action required on the part of the County and the time frame to complete each task. Clearly describe the conversion process: who is responsible for coordinating activities, who must participate, what activities must occur, etc. Detail the type and amount of resources required from the County.
3. What dedicated resources (personnel, equipment, training, consultants, etc.), procedures, and controls will you provide or recommend in the transition/conversion period to ensure that the conversion process is completed successfully in a timely and accurate manner?
4. How do you process transactions which are pending (unsettled) during the transition/conversion?
5. Describe the process for transferring securities and appropriate County files.
6. Will there be any “blackout” period during which investment managers may not institute trades in accounts? If there is a “blackout” period, why will this occur?
7. Is the conversion team separate from the ongoing service team? If yes, how do you ensure a smooth hand-off from the conversion team to the ongoing service team?
8. Will the institution provide on-site training and support for all of the services selected?
9. Describe in detail how the institution handles problem resolution, customer service, day-to-day contact, and ongoing maintenance for the County in a post conversion environment. Be specific about exactly whom the County will be calling and working with for the above described situations.
10. How long is a typical transition? Provide an estimated conversion calendar, including actions required on the part of the County and the current Custodian. Include the time frame for completing each task. (Appendix E – Conversion Calendar and Task List)

4. Analytic Services

(Tab Q) Performance Measurement & Portfolio Analytics:

1. Describe your performance measurement services available, including portfolio analysis and asset allocation. Provide a hard copy sample of your standard performance reports, as well as any customized comparable client performance reports. Indicate the frequency and scheduled delivery dates for preliminary and final reports. (Appendix F – Performance Reports)
2. Provide the list of list the applicable fixed income benchmark indices available and dates of availability. Can custom benchmarks be used for the County? (Appendix G – Fixed Income Benchmark Indices)
3. Can you provide performance reports calculated gross and net of fees?
4. Can different accounts be combined on-line for performance reporting and analysis?
5. Can historical performance and analytic data be loaded into the performance measurement system?
6. Do the performance calculations follow Global Investment Performance Standards (GIPS®) methodology?
7. Do you include accrued interest and market values in performance calculations?

**EXHIBIT 2
QUESTIONNAIRE**

8. What product enhancements have you recently made or planned to make to your performance measurement and analytical services?

(Tab R) Compliance Monitoring:

1. Describe your compliance monitoring services.
2. Describe how the system integrates policy/guidelines compliance into the automatic trading process and actively monitors transactional activity and portfolio composition? How frequently is it performed?
3. What compliance alerts do you generate?

5. Fees

(Tab S) Fees

It is the County's policy that the prospective vendor will agree to offer the County any discount terms that are offered to its best customers for the goods and services to be provided, and to apply such discount to payments that meet the discount terms under any future agreement.

1. Based on County's investment portfolio, provide an all inclusive asset based annual basis point fee proposal and state multi-year guarantee for the proposed services (Exhibit 3), including but not limited to trades, wires, income, corporate actions, holdings, out of pocket expenses, software training, and connectivity. If you have a tiered fee structure, show all tiers.
2. Identify any and all other upfront (i.e. transition to and conversion of all the new services) or ongoing fees that may be charged to or incurred by the County in connection with the services proposed including automated sweep fees, if applicable. The fees disclosed by Proposer shall remain firm for the life of the agreement. Proposer shall complete the table on Exhibit B – Fee Schedule.
3. Provide the cost of any optional services not required by the County under the scope of services.
4. What is the billing frequency and when are invoices sent to clients? Can invoices be sent electronically? Describe your preferred payment terms.
5. Provide a sample bill showing the level of detail that will be provided. (Appendix H – Sample Bill)

**EXHIBIT 3
FEE PROPOSAL**

Proposals should be priced in two formats:

1. Cost of Custodial and Corporate Trust services (RFP # 602954-13) awarded together.
2. Cost of Custodial services if awarded separately.

	Period of Performance					
	Date of Award through Dec 31, 2016		Jan 1, 2017 through Dec 31, 2017		Jan 1, 2018 through Dec 31, 2018	
Description of Custody Service	Unit Basis	Unit Charge	Unit Basis	Unit Charge	Unit Basis	Unit Charge
Asset Market Value						
Conversion Costs						
Automated Cash Sweep Fees						
Itemize all other fees below						
Description of Corporate Trust Service	Unit Basis	Unit Charge	Unit Basis	Unit Charge	Unit Basis	Unit Charge
Conversion Costs						
Counsel Fees						
Acceptance Fees – Paying Agent						
Paying Agent, Registrar & Transfer Agent						
Acceptance Fees – Trustee						
Trustee Fees – Fixed Rate						
Trustee Fees – Variable Rate						
Fees for 3 rd Party Safekeeping & Construction Funds						
Commercial Paper Issuing & Paying Agent Fees						
Redemption Fees						
Wire Transfer Fees						
Security Trade Fees						
Acceptance Fees – Escrow Agent						
Escrow Agent Fees						
Out-of-pocket Charges						
Accounting & Reporting Services						
Automated Cash Sweep Fees						
Itemize all other fees below						

EXHIBIT 4
STANDARD CONTRACT

CLARK COUNTY, NEVADA
CONTRACT FOR CUSTODY SERVICES
RFP NO. 602956-13

//ENTER COMPANY NAME//
NAME OF FIRM
<i>//Enter Designated Contact Name//</i>
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
<i>//Enter Street Address//</i> <i>//City, State and Zip Code//</i>
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(XXX) XXX-XXXX
(AREA CODE) AND TELEPHONE NUMBER
(XXX) XXX-XXXX
(AREA CODE) AND FAX NUMBER
<i>//Enter Email Address//</i>
E-MAIL ADDRESS

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CONTRACT FOR CUSTODY SERVICES

This Contract is made and entered into this ____ day of _____ 20__, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and //LEGAL NAME// (hereinafter referred to as ASK TYPE , for Contract for Custody Services (hereinafter referred to as PROJECT).

W I T N E S S E T H:

WHEREAS, the ASK TYPE has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$ENTER AMT, including all travel, lodging, meals and miscellaneous expenses; and

WHEREAS, the ASK TYPE 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 ASK TYPE agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain ASK TYPE for the period from //ENTER DATE// through //ENTER DATE//, with the option to renew for Options, **Enter Term**-year periods subject to the provisions of Sections II and VIII herein. During this period, ASK TYPE agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the CONTRACT for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay ASK TYPE for the performance of services described in the Scope of Work (Exhibit A) for the fixed fee / not-to-exceed amount of \$ENTER AMT. COUNTY's obligation to pay ASK TYPE cannot exceed the fixed fee / not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by the ASK TYPE and it shall be the ASK TYPE's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Progress OR Milestone Payments

The ASK TYPE 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. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if ASK TYPE 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. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.
 - c. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.

- d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount ASK TYPE was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - e. COUNTY's representative shall notify the ASK TYPE in writing within 14 calendar days of any disputed amount included on the invoice. The ASK TYPE 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 the ASK TYPE will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay ASK TYPE within 30 calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
 5. In the event that legal action is taken by COUNTY or the ASK TYPE 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.
 6. COUNTY shall subtract from any payment made to ASK TYPE all damages, costs and expenses caused by ASK TYPE's negligence, resulting from or arising out of errors or omissions in ASK TYPE's work products, which have not been previously paid to ASK TYPE.
 7. COUNTY shall not provide payment on any invoice ASK TYPE submits after six (6) months from the date ASK TYPE performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
 8. Invoices shall be submitted to: //Enter Street Address//, //City, State and Zip Code//.
- 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 the ASK TYPE.

SECTION III: SCOPE OF WORK

Services to be performed by the ASK TYPE for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time, by written order, make 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 the ASK TYPE's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of the ASK TYPE for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the ASK TYPE of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by the ASK TYPE shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF ASK TYPE

- A. It is understood that in the performance of the services herein provided for, ASK TYPE 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, ASK TYPE has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by ASK TYPE in the performance of the services hereunder. ASK TYPE 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. ASK TYPE 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 ASK TYPE's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of ASK TYPE be unable to complete his or her responsibility for any reason, the ASK TYPE must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If ASK TYPE fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.
- C. ASK TYPE has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the COUNTY.
- D. The ASK TYPE agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. The ASK TYPE will follow COUNTY's standard procedures as followed by COUNTY's staff in regard to programming changes; testing; change control; and other similar activities.
- F. The ASK TYPE shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the ASK TYPE, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, ASK TYPE shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of the ASK TYPE to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. ASK TYPE will not produce a work product which violates or infringes on any copyright or patent rights. The ASK TYPE shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by ASK TYPE shall not in any way relieve the ASK TYPE of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of ASK TYPE's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and ASK TYPE shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by ASK TYPE's performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by ASK TYPE for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by ASK TYPE to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY's representative upon completion or termination of this Contract, whichever comes first. ASK TYPE shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. 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 the ASK TYPE, without prior written approval of COUNTY.
- B. Approval by COUNTY of ASK TYPE's request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve ASK TYPE of responsibility for the professional and technical accuracy and adequacy of the work. ASK TYPE shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by ASK TYPE's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY's approval of ASK TYPE's request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with ASK TYPE in the performance of services under this Contract and will be available for consultation with ASK TYPE at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by ASK TYPE under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY's representative, //COORD//, //CODEPT//, telephone number (702) //XXX-XXXX// or their designee. COUNTY's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform ASK TYPE 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 ASK TYPE. It is understood that COUNTY's representative's review comments do not relieve ASK TYPE from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist ASK TYPE in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. ASK TYPE will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent ASK TYPE.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this contract.
- B. ASK TYPE shall complete the PROJECT in accordance with the milestones contained in Exhibit ENTER # of this Contract.
- C. If the ASK TYPE's performance of services is delayed or if the ASK TYPE's sequence of tasks is changed, ASK TYPE 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.
- D. In the event that the ASK TYPE fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted by formal Amendment, or fails to prosecute the work or any separable part thereof, with such diligence as will insure completion within the time(s) specified in the contract or any extensions thereof, the ASK TYPE shall pay to the COUNTY, as liquidated damages, the sum of \$ENTER AMT for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the COUNTY in completing the work.
- E. In the event that the ASK TYPE fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted in writing by County or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract or any extensions thereof, the ASK TYPE shall pay to COUNTY as liquidated damages the sum of \$ENTER AMT for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by COUNTY in completing the work.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by ASK TYPE under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to ASK TYPE at least 10 working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay ASK TYPE its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. ASK TYPE 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 ASK TYPE for any cause other than the error or omission of the ASK TYPE, for an aggregate period in excess of 30 days, ASK TYPE shall be entitled to an equitable adjustment of the compensation payable to ASK TYPE under this Contract to reimburse ASK TYPE 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. not less than 10 calendar days written notice of intent to terminate; and
 - b. 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 the ASK TYPE is given:
 - i. not less than 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 shall pay the ASK TYPE that portion of the compensation which has been earned as of the effective date of termination but no amount shall 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 ASK TYPE that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to the ASK TYPE at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of the ASK TYPE's default.
 - b. Upon receipt or delivery by ASK TYPE of a termination notice, the ASK TYPE 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 the ASK TYPE to fulfill contractual obligations it is determined that the ASK TYPE 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 prosecute the same to completion by agreement with another party or otherwise. In the event the ASK TYPE shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of the ASK TYPE assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and the ASK TYPE 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 ASK TYPE's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within ASK TYPE's control.

SECTION X: INSURANCE

The ASK TYPE shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. The ASK TYPE shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

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: _____

TO ASK TYPE: _____

SECTION XII: MISCELLANEOUS

A. Independent Contractor

ASK TYPE acknowledges that ASK TYPE and any subcontractors, agents or employees employed by ASK TYPE shall not, under any circumstances, be considered employees of the 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 ASK TYPE 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, the ASK TYPE agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Public Funds

ASK TYPE acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. ASK TYPE 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, the COUNTY may declare the ASK TYPE in breach of the Contract, terminate the Contract, and designate the ASK TYPE as non-responsible.

D. Assignment

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

E. Indemnity

The ASK TYPE does hereby agree to defend, indemnify, and hold harmless COUNTY and the 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 the ASK TYPE or the employees or agents of the ASK TYPE in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Covenant Against Contingent Fees

The ASK TYPE warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, COUNTY shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

H. Gratuities

1. COUNTY may, by written notice to the ASK TYPE, 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 the ASK TYPE or any agent or representative of the ASK TYPE 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 the ASK TYPE as it could pursue in the event of a breach of this Contract by the ASK TYPE; 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 10 times the costs incurred by the ASK TYPE 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.

I. Audits

The performance of this contract by the ASK TYPE is subject to review by COUNTY to insure contract compliance. The ASK TYPE agrees to provide COUNTY any and all information requested that relates to the performance of this contract. All request for information will be in writing to the ASK TYPE. 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.

J. Covenant

The ASK TYPE 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. ASK TYPE further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

K. Confidential Treatment of Information

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

L. ADA Requirements

All work performed or services rendered by ASK TYPE 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.

M. Subcontractor Information

The ASK TYPE 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), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by the ASK TYPE is for the COUNTY's information only.

N. Disclosure of Ownership Form

The ASK TYPE 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.

EXHIBIT A
CONTRACT FOR CUSTODY SERVICES
SCOPE OF WORK

TO BE DETERMINE

**EXHIBIT B
CONTRACT FOR CUSTODY SERVICES
INSURANCE REQUIREMENTS**

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, ASK TYPE SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time**: The ASK TYPE shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating**: The Owner requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage**: The Owner, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. The ASK TYPE's insurance shall be primary as respects the Owner, its officers and employees.
- D. **Endorsement/Cancellation**: The ASK TYPE's general liability and automobile liability insurance policy shall be endorsed to recognize specifically the ASK TYPE's contractual obligation of additional insured to Owner and must note that the Owner will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, the ASK TYPE shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, the ASK TYPE shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by ASK TYPE and any auto used for the performance of services under this Contract.
- I. **Professional Liability**: The ASK TYPE shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Owner.
- J. **Workers' Compensation**: The ASK TYPE shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a ASK TYPE that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the ASK TYPE 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.
- K. **Failure To Maintain Coverage**: If the ASK TYPE fails to maintain any of the insurance coverage required herein, Owner may withhold payment, order the ASK TYPE to stop the work, declare the ASK TYPE in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the ASK TYPE or deduct the amount paid from any sums due the ASK TYPE under this Contract.
- L. **Additional Insurance**: The ASK TYPE is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages**: The ASK TYPE is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the ASK TYPE, their subcontractors or anyone employed, directed or supervised by ASK TYPE.

- N. **Cost:** The ASK TYPE shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information must be filled in by the ASK TYPE's Insurance Company representative:
 - 1. Insurance Broker's name, complete address, phone and fax numbers.
 - 2. ASK TYPE's name, complete address, phone and fax numbers.
 - 3. Insurance Company's Best Key Rating
 - 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
 - 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 - 6. Worker's Compensation
 - 7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
 - 8. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 - 9. Certificate Holder:
 - Clark County, Nevada
 - c/o Purchasing and Contracts Division
 - Government Center, Fourth Floor
 - 500 South Grand Central Parkway
 - P.O. Box 551217
 - Las Vegas, Nevada 89155-1217
 - 10. Appointed Agent Signature to include license number and issuing state.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,
(Name of Sole Proprietor) (Legal Name of Company)

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 No. 602956-13, entitled CONTRACT FOR CUSTODY SERVICES;
- 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)
)ss.
County of Clark)

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
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.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

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.

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

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

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

**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), or Physically-Challenged Business Enterprise (PBE). 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.

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.

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.

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, University Medical Center of Southern Nevada, 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).

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						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Minority Business Enterprise	<input type="checkbox"/> Women-Owned Business Enterprise	<input type="checkbox"/> Small Business Enterprise	<input type="checkbox"/> Physically Challenged Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:			Website:			
City, State and Zip Code:			POC Name and Email:			
Telephone No:			Fax No:			
Local Street Address:			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name Email:			
Number of Clark County Nevada Residents Employed:						

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.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. 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, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please 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, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

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

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

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

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 anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

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 anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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 anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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 anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative