

CLARK COUNTY, NEVADA REQUEST FOR PROPOSAL

RFP NO. 602959-13

INSURANCE BROKERAGE SERVICES FOR GENERAL LIABILITY EXCESS, WORKERS' COMPENSATION EXCESS, PROPERTY/CRIME AND OTHER LINES OR BONDS AS REQUIRED

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. 602959 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.

A Pre-Proposal Conference will be held on **JULY 17, 2013** at **11:00 a.m.**, at the address specified above in the Gold Conference Room. 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 **TUESDAY, JULY 16, 2013**, and a training session will be provided immediately following the pre-proposal conference referenced above.

Proposals will be accepted at the Clark County Government Center address specified above, on or before **AUGUST 12, 2013** at **3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

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JULY 12, 2013

GENERAL CONDITIONS

RFP NO. 602959-13

INSURANCE BROKERAGE SERVICES FOR GENERAL LIABILITY EXCESS, WORKERS' COMPENSATION EXCESS, PROPERTY/CRIME AND OTHER LINES OR BONDS AS REQUIRED

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 from interested firm's with the appropriate qualifications and experience to provide insurance brokerage services for the following lines of coverage: General Liability Excess, Workers' Compensation Excess, Property/Crime and other lines or bonds as required. OWNER intends to award to one or multiple PROPOSER'S who will be available to provide services as needed in conjunction with OWNER'S desire to place various insurance coverages. The awarded PROPOSER(s) will be eligible to solicit insurance policy quotes for various lines of coverage and other related services as required by OWNER. OWNER will select the appropriate awarded PROPOSER(S), for each effort, in accordance with specifications herein.

The effective date of the Contract resulting from this RFP is for a one-year period from date of award, anticipated to be October 2013, and includes the option to renew for four (4), one-year periods, subject to the provisions of the Contract.

3. BACKGROUND

The County's insurance programs are administered by the Risk Management Division of the Department of Finance.. Additionally, the successful vendor(s) may provide services to the Risk Management Offices of the Las Vegas Metropolitan Police Department (LVMPD) , the University Medical Center (UMC) and other departments and/or agencies are required.

Approximate number of employees:

Clark County – 7,780
LVMPD - 5,940
UMC – 3,475
Fleet Size:

Clark County - Approximately 350 (only those assets greater than \$50,000)
LVMPD - Approximately 670

Statement of Property Values:

Clark County – \$1,506,037,077.00
LVMPD – \$218,591,004.00
UMC - \$607,012,284.00

The County, LVMPD and UMC maintain several self-funded funds with various SIR and deductibles including, but not limited to:

Clark County/LVMPD/UMC – Property/Crime

Deductibles:

\$500,000 (Earthquake/Volcanic Eruption/Landslide and Mine Subsidence)
\$10,000 (Boiler/Machinery)
\$25,000 (Builder's Risk)
\$10,000 (Any other covered loss)

Total Premium - \$992,670

Clark County/LVMPD/UMC – Crime

Deductible:

\$25,000

Limits:

\$500,000

Total Premium - \$34,501

Clark County/LVMPD - Auto/General Liability Excess

\$2,000,000 SIR
First Limit - \$5,000,000
Second Limit - \$15,000,000
Total Premium - \$1,062,251

UMC – General Liability

\$2,000,000 SIR
Limit - \$15,000,000
Total Premium - \$126,250

UMC – Directors & Officers/Employment Practices

\$2,000,000 SIR
Limit - \$5,000,000
Total Premium - \$79,821

UMC – Excess Healthcare

\$2,000,000 SIR
Limit - \$5,000,000
Total Premium - \$186,485

Clark County/UMC Workers' Compensation Excess

\$1,000,000 SIR
Limit - \$50,000,000
Total Premium - \$911,431

4. SCOPE OF PROJECT

The Scope of Work for this RFP is contained within Exhibit 1, Scope of Work.

5. 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 July 29, 2013.

6. 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.

7. EXPERATION DATES OF EXISTING COVERAGES

Property and Crime Insurance Policy: April 04, 2014
Excess Liability Insurance Policy: July 31, 2014
Worker's Compensation Excess Insurance Policy: December 31, 2013

8. 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.

Insurance Brokerage Services for General Liability Excess, Workers' Compensation Excess, Property/Crime and Other Lines or

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

9. EVALUATION INFORMATION

Proposals should contain the following information:

A. COVER LETTER

The first page of the PROPOSER'S 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 16 and 17 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.

B. CONTACT INFORMATION PAGE

Include the legal name of the organization, name of the company officer or the designated agent empowered to contractually bind the organization, address, phone number, fax number, contact persons (list a minimum of two), contact person's email address, and the signature of the officer or designated agent. All firms may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise as defined in Exhibit C of the attached contract.

C. EXECUTIVE SUMMARY

This section shall serve to provide the OWNER with the key elements and unique features of the proposal by briefly describing how the PROPOSER is going to accomplish the project.

The Executive Summary should also include a list of high risk areas which were identified during the proposal process that are reasons for concern. PROPOSER will not be evaluated on this paragraph and cannot lose evaluation points for listing areas of concern. These concerns will be addressed with the successful PROPOSER(S) during negotiations.

D. QUESTIONNAIRE

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

E. 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.

F. Implementation Requirements

PROPOSER shall provide detailed implementation schedules which outline the transition process, critical deadlines, key staff, and coordination of the existing coverages as identified in Item No. 8 – Expiration Dates of Existing

Coverages.

G. Financial Statement

Provide a statement that reflects the PROPOSER'S financial ability to complete this project.

H. Documentation Samples

Provide samples of the documentation formats that will be used to complete the project.

I. 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.

J. Project Fee

Indicate the fixed fee amount to perform all work described in this RFP for each respective line of coverage separately from one another and if PROPOSER was awarded multiple lines of coverages.

K. Credentials

The PROPOSER and/or principal professionals involved in this project must possess appropriate Nevada Professional Licenses.

L. 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..

M. 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.

N. Disclosure of Ownership/Principals

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

O. 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.

10. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 50 pages. Other attachments may be included with no guarantee of review.

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 six (6) copies of their proposal, including eight (8) 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.

11. WITHDRAWAL OF PROPOSAL

PROPOSER(S) 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.

12. REJECTION OF PROPOSAL

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

13. PROPOSAL COSTS

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

14. ALTERNATE PROPOSALS

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

15. 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.

16. PUBLIC RECORDS

The Owner is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with 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.

17. 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(S) 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.

18. COLLUSION AND ADVANCE DISCLOSURES

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

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), 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.

19. 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.

**EXHIBIT 1
SCOPE OF WORK**

PROCESS

When OWNER has a need for Insurance brokerage services (Services), the COUNTY at its discretion may utilize the broker pool, which shall consist of the awarded PROPOSER'S/brokers.

- It is possible that a PROPOSER who is selected for inclusion in the broker pool may not be selected to provide SERVICES.
- The COUNTY reserves the right to reject any or all responses and purchase insurance directly from an insurer or its agents, without the use of SERVICES.

OWNER will determine when the need for Services is required, will proceed as follows to obtain SERVICES:

- COUNTY at its sole discretion may utilize any method, process, or any means that in its sole judgment is necessary to obtain or are in addition to the coverages required herein; or
- Brokers will be notified by COUNTY when a line becomes available. Interested brokers shall submit to COUNTY intent to participate. COUNTY will determine the form of submission and will notified brokers of requirements prior to submission. COUNTY will rank all acceptable submissions numerically based on predetermined criteria. Brokers will be notified of numeric ranking, and will be assigned markets based on broker's choice in a rotational basis in accordance with the numeric ranking.
- Brokers may talk to markets on a conceptual basis. A Broker's discussions with a market must not block that market from working with another broker if assigned. Blocking markets will be grounds for disqualifying your firm from further consideration and/or could result in a termination of your contract.
- COUNTY may request for PROPOSER(S) to provide any additional information which it deems necessary to obtain the Services required herein
- COUNTY, at its sole discretion, reserves the right to award each effort based on which submittal the COUNTY deems best suited to fulfill the requirements of each effort.

Standard Scope of Work

The awarded PROPOSER shall provide, but not limited to, the following Services:

- A. Provide broker services for Clark County, NV in accordance with the requirements and provisions stated herein.
- B. Market and place competitive programs and market coverages on an unbiased basis and in the best interest of the County. Provide detailed coverage comparisons for submitted proposals.
- C. Broker shall annually obtain quotes from at least two quality insurance companies for each program, and compare and evaluate coverage and premiums.
- D. Conduct annual stewardship meetings/reviews summarizing activities and placements on behalf of the County.
- E. Prepare an annual market analysis and forecast by insurance line. This summary will include information on trends, market availability, pricing, and long term market directions.
- F. Verify the accuracy and adequacy of all binders, policies, policy endorsements, invoices, and other insurance related documents as needed.
- G. Issue certificates of insurance and answer coverage questions.
- H. Assist in the preparation of underwriting data, statements of values, specifications, and other data required by insurers.
- I. Assist the County in the preparing proofs of loss or claims reports, and in obtaining loss settlements from insurers.
- J. Attend meetings as requested.
- K. Be fully qualified and competent with proper license, knowledge, experience, and personnel.
- L. Must identify all sources of revenue on any provided services/placements (new and renewal) including and not limited to: fees, commissions, contingency fees, and bonus or profit-sharing arrangements. Any undisclosed income must be returned to the County. Failure to disclose fees will be considered a material breach of contract.
- M. Review adjustments and verify that incurred losses and computed charges are accurate.
- N. Assist in the implementation of risk management and safety requirements.
- O. Provide specific recommendations of alternative funding methods, including the advantages and disadvantages of alternate programs.

EXHIBIT 1
SCOPE OF WORK

- P. Assist in the expediting, resolution, negotiation and settlement of claims and coverage questions.
- Q. Provide risk management consulting services as needed. If independent consultants are to be contracted for these services, Owner's Chief Financial Officer must approve the consultant. Such consulting services may include, but are not limited to:
1. An audit of the risk management program.
 2. Assistance in feasibility studies, risk retention recommendations, and analysis of the costs of risk.
 3. Selection and review of independent administrators for claims, safety and loss control.
 4. Review of Owner's contractual agreements and recommendations for improvement, risk evaluation, risk control, and insurance exposures.
 5. Recommendations concerning preconstruction planning and assistance in building design with regard to loss prevention and safety.
- R. Provide the following reports annually, or as requested by Owner.
1. Summary of insurance policies and premiums.
 2. Progress and status of insurance program, planned implementation and/or renewal.
 3. Property loss control review, inspections and recommendations.
 4. Losses incurred, reserved and settled by policy, supplementing insurance company reports as needed.
 5. Report of commissions included in premium quotes and placements.
- S. The Broker shall provide timely customer support in analysis, interpretations and recommendations with certificates of insurance for their respective lines of coverage (policy content, coverage limits, industry changes, etc.) which are presented by contractors, consultants and service providers performing work for the Owner. This customer support is intended to protect and minimize risk and liability to the Owner.
- T. The Broker shall be required to attend any meeting or to provide a presentation as required by OWNER/
- U. Broker shall bind, order, and deliver policies of coverage in a timely fashion.
- V. Broker shall review and maintain renewal policies and all endorsements, and confirm that classifications, exposures and limits are accurate and that all applicable extensions of coverage are being provided.
1. Broker shall answer, or refer to the appropriate party, questions regarding insurance coverage under the policy.
 2. Broker shall perform notifications of regulatory changes or requirements regarding any of the insurance programs being managed.

It is understood by both parties that the services denoted in Paragraph R in this Exhibit are supportive in nature and that Contractor has not agreed to perform them entirely without additional compensation. The extent of the consultant services contracted for will be evaluated and the level of compensation to the consultant will be negotiated at the time of request for performance of contracting for such services. Owner retains the right to select its own contractor for any of these services separately from any provided by Contractor or its subcontractors.

**EXHIBIT 2
QUESTIONNAIRE**

GENERAL INSTRUCTIONS:

PROPOSER shall complete and/or provide all information requested herein. If your firm is a branch or a subsidiary of a larger/national agency, the information provided in reference to the questions in this questionnaire should reflect only the activities of and resources available at the office on behalf of which this proposal is being submitted, unless otherwise requested. If facilities or expertise from your parent or affiliated offices will be available and/or necessary in servicing our needs, please indicate this information within your response and clearly identify as such.

General Information About Your Office:

- 1. a. Name of Firm:
Address:
Telephone:
Name of contact person and title in connection with this proposal:
- b. Also, please list subsidiary or associate companies of your firm which you wish to utilize in servicing the County's account.
- c. Date submitting office was established
- d. If a subsidiary/branch/franchise of a national agency, provide the following information on the parent organization:
Head Office: _____
Date established: _____
Number of offices in the U.S. _____

2 Information on insurance your office carries to protect you and your clients.

	Limit	Insurer/rating
a. Error and Omission	_____	_____
b. General Liability	_____	_____
c. Other (specify below)	_____	_____
_____	_____	_____
_____	_____	_____

Note: If any, of the above coverages is self-insured or include an SIR of more than \$100,000, so indicate.

Will you provide certificates of such insurance if selected? _____ Yes _____ No

**EXHIBIT 2
QUESTIONNAIRE**

Staffing Patterns/Qualifications

3. Provide information on account executive(s) and support staff that you propose to assign to service this account. Attach detailed resumes of the account executive(s) and any backup staff you plan to use in servicing our account. Include in each resume the number of years experience in each of the following exposure areas; Real and Personal Property, Auto/GL, Medical Professional Liability, Workers' Compensation, and Pollution Liability.

Also include in the resume all items listed below.

- a. Name
- b. Title
- c. Number of years in this capacity
- d. Educational background
- e. General professional experience
- f. Professional experience in servicing higher education institutions
- g. List State Broker Licenses, Property Casualty and/or Health & Life which are held individually.
- h. Office location

4. If applicable, describe the nature and level of staff resources and service capabilities readily available to you through your parent organization. _____

5. Major Insurance Markets--please indicate the principal insurance companies/markets that you represent and expect to use in servicing our needs: *Note:* List markets and premiums placed through your local office only.

Market/Company	Your Estimated Annual Premium Volume
----------------	--------------------------------------

a. Property/Crime Insurance

(1) _____	\$ _____
(2) _____	\$ _____
(3) _____	\$ _____
(4) _____	\$ _____
(5) _____	\$ _____

b. Excess General Liability Insurance (Auto/GL)

(1) _____	\$ _____
(2) _____	\$ _____
(3) _____	\$ _____
(4) _____	\$ _____
(5) _____	\$ _____

c. 'Workers' Compensation Coverage

(1) _____	\$ _____
(2) _____	\$ _____
(3) _____	\$ _____
(4) _____	\$ _____
(5) _____	\$ _____

d. Excess Medical Professional Liability

(1) _____	\$ _____
(2) _____	\$ _____
(3) _____	\$ _____
(4) _____	\$ _____
(5) _____	\$ _____

e. Group Student Accident and Sickness Insurance

(1) _____	\$ _____
(2) _____	\$ _____
(3) _____	\$ _____
(4) _____	\$ _____
(5) _____	\$ _____

**EXHIBIT 2
QUESTIONNAIRE**

f. Boiler & Machinery

(1) _____	\$ _____
(2) _____	\$ _____
(3) _____	\$ _____
(4) _____	\$ _____
(5) _____	\$ _____

6. Is your access to the excess or surplus lines markets via:

- a. Your own organization? _____
- b. An outside organization? _____
- c. Both? _____

If external, which ones? _____

7. Do you provide adjustment assistance to your clients who sustain a commercially insured loss?

_____ yes _____ no If yes, at what cost _____

If yes, is the assistance provided by on staff personnel at your office location?

_____ yes _____ no

If so, please included detailed resume of current claim adjuster(s). 14

8. Risk Management Services -Exposure Identification Services

List the various risk management services available internally through your firm: i.e., exposure identification, property valuation, loss prevention and control services, etc.

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____

How are you compensated for the above services?

The Curators may request a complete Analysis of Insurance Coverages, including but not limited to identifying coverage gaps, coverage overlaps, potential enhancements and savings opportunities. Specify a fee, if any, associated with this service.

9. Please provide the following information for the last fiscal year of your operation:

	<u>That of Your Office</u>	<u>If a subsidiary, branch, or franchise, that of your Parent Organization</u>
a. Premiums	_____	_____
b. Commissions	_____	_____
c. Fees	_____	_____
d. Other Income	_____	_____

Please supplement the above by attaching financial statements of your local office for the last three years.

**EXHIBIT 2
QUESTIONNAIRE**

Related Experience

- 10. Brokerage firms or brokers must demonstrate experience in structuring and obtaining multiple lines of insurance coverage for at least one (1) State government, one (1) large public or governmental entity (3,000+ employees), or one (1) large public entity pool that includes firemen, police and/or corrections, within the past five (5) years. Each project listed shall include the name, phone number, and email address of a contact person for the project for review purposes. Describe your company's related experience, all brokers are encouraged to indicate their experience of performing related work within the state of Nevada.
- 11. Brokers and key staff must be available to the Risk Management Division during regular business hours (8:00 a.m. – 5:00 p.m., Pacific Time, Monday-Friday, excluding State holidays) and must agree to allow the Risk Manager or her designee to communicate directly with the insurer and underwriters upon request. Acknowledge your understanding and agreement with this requirement.
- 12. Brokerage firms or brokers assigned to work on the County's account must not have been issued a "Cease and Desist Order" from the Insurance Commissioner in the State of Nevada for any reason within the past five (5) years. Acknowledge this requirement.
- 13. The County must place its excess insurance or fully insured plan through a broker who is licensed to do business in the State of Nevada. Acknowledge your understanding of this requirement.
- 14. Please list by name, approximate annual premium for the last policy period and services rendered to your office's three:

a. Largest Account Clients:

(1) _____

Name/Title of contact _____ Phone # _____

(2) _____

Name/Title of contact _____ Phone # _____

(3) _____

Name/Title of contact _____ Phone # _____

b. Large Government Clients

(1) _____

Name/Title of contact _____ Phone # _____

(2) _____ 16

Name/Title of contact _____ Phone # _____

(3) _____

Name/Title of contact _____ Phone # _____

**EXHIBIT 2
QUESTIONNAIRE**

Miscellaneous

15. If you were requested to undertake a comprehensive review and evaluation of the County's current insurance program and future needs:
- a. How would you go about conducting such a review and evaluation?
 - b. Would there be a fee?

CLARK COUNTY, NEVADA
CONTRACT FOR INSURANCE BROKERAGE SERVICES FOR
GENERAL LIABILITY EXCESS, WORKER'S COMPENSATION
EXCESS AND PROPERTY/CRIME
RFP NO. 602959-13

//ENTER COMPANY NAME//
NAME OF FIRM
//Enter Designated Contact Name//
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
//Enter Street Address// //City, State and Zip Code//
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
//Enter Email Address//
E-MAIL ADDRESS

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CONTRACT FOR INSURANCE BROKERAGE SERVICES FOR GENERAL LIABILITY EXCESS, WORKERS' COMPENSATION EXCESS, PROPERTY/CRIME AND OTHER LINES OR BONDS AS REQUIRED

This Contract is made and entered into this ##XX day of Enter Month 20XX, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and //LEGAL NAME// (hereinafter referred to as ASK TYPE , for Insurance Brokerage Services for General Liability Excess, Workers' Compensation Excess, Property/Crime and Other Lines or Bonds As Required (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, the ASK TYPE has the personnel and resources necessary to accomplish the PROJECT on an "as required" basis; 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; and

WHEREAS, the ASK TYPE will be offered the opportunity to respond to a Request for Response (RFR) issued by COUNTY as services are required by COUNTY; and

WHEREAS, the PROVIDER understands that it will be competing with other select ASK TYPES on contract with COUNTY to provide such SERVICES; and

WHEREAS, the ASK TYPE understands that this CONTRACT is with COUNTY on an "as required" basis, and does not include any exclusive rights with other county department for SERVICES; and

WHEREAS, the COUNTY will issue an individual purchase order(s) to ASK TYPE for SERVICES, subject to approved budgeted appropriations for ASK TYPE,; and

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) and any other additional services required in the respective RFR issued by COUNTY for the fixed fee / not-to-exceed amount for PROJECT as specified in COUNTY's purchase order up to the amount shown on the purchase order. 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 and the respective RFR issued by COUNTY 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).

OR

The ASK TYPE will be entitled to periodic payments for work completed in accordance with the completion of tasks in the Milestones exhibit (Exhibit D) Milestone/Deliverable Invoicing Schedule.

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 Exhibit D, Milestone/Deliverable Invoicing

Schedule.

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, the respective RFR title issued by COUNTY, COUNTY's Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Expenses not defined in Exhibit A, Scope of Work, the respective RFR issued by COUNTY or expenses greater will not be paid without prior written authorization by COUNTY.
 - c. 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.
 - d. 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: Clark County Risk Management Office, 500 South Grand Central Parkway, Las Vegas, NV 89106, Attn: TBD

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, if any, contained in the applicable RFR issued by COUNTY.
- 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 in writing by COUNTY 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 specified in the applicable RFR 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.

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
SCOPE OF WORK
BROKER SERVICES FOR COMMERCIAL INSURANCE COVERAGES FOR CLARK COUNTY**

TO BE DETERMINED

EXHIBIT B
INSURANCE BROKERAGE SERVICES FOR GENERAL LIABILITY EXCESS, WORKERS'
COMPENSATION EXCESS, PROPERTY/CRIME AND OTHER LINES OR BONDS AS REQUIRED
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. **Homeowner's:** The ASK TYPE shall obtain and maintain homeowner's insurance which includes personal liability of no less than \$300,000 per occurrence.
- K. **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.
- L. **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.
- M. **Additional Insurance:** The ASK TYPE is encouraged to purchase any such additional insurance as it deems necessary.

Insurance Brokerage Services for General Liability Excess, Workers' Compensation Excess, Property/Crime and Other Lines or Bonds As Required

- N. **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.
- O. **Cost:** The ASK TYPE shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- P. **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.
- Q. **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. **Homeowner's Liability (Per Occurrence)**
 - (R) **Policy Number**
 - (S) **Policy Effective Date**
 - (T) **Policy Expiration Date**
 - (U) **Aggregate (\$1,000,000)**
 - 9. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 - 10. 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
 - 11. Appointed Agent Signature to include license number and issuing state.

Insurance Brokerage Services for General Liability Excess, Workers' Compensation Excess, Property/Crime and Other Lines

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 INSURED 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. 602959-13, entitled INSURANCE BROKERAGE SERVICES FOR GENERAL LIABILITY EXCESS, WORKERS' COMPENSATION EXCESS, PROPERTY/CRIME AND OTHER LINES OR BONDS AS REQUIRED;
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.

Insurance Brokerage Services for General Liability Excess, Workers' Compensation Excess, Property/Crime and Other Lines or

**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 RELATIONSHIP

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"/>	
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise			
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?
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Notes/Comments:

Signature

Print Name
Authorized Department Representative