



University Medical Center of Southern Nevada
Contract Management Department

**CONFIRMATION FORM
for
RECEIPT OF BID NO. 2011-04**

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda sent to you.

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. BID NO. 2011-04

DESCRIPTION: Print Shop Paper

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

Please indicate the method you used to obtain this Bid Document:

Clark County website Received directly from UMC Las Vegas Review Journal Plan Room

**FAX THIS CONFIRMATION FORM TO: (702) 383-3824
Or EMAIL TO: jim.haining@umcsn.com
TYPE or PRINT CLEARLY**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

INVITATION TO BID

BID NO. 2011-04 PRINT SHOP PAPER

University Medical Center of Southern Nevada (UMC) is seeking bids for print shop paper and supplies.

The bid package is available as follows:

1. Pick up - University Medical Center, 800 Rose Street, Suite 408, Las Vegas, Nevada 89106.
2. By Electronic Mail or Mail – Please email a request to Contracts Management at jim.haining@umcsn.com specifying project number and description. Be sure to include company address, phone and fax numbers, email address or call (702) 383-3606.
- Internet – Visit the Clark County website (www.clarkcountynv.gov/purchasing). Click on “Current Opportunities”, listed under University Medical Center, locate the appropriate document in the list of current solicitations.

Bids will be accepted at the University Medical Center address specified above on, or before, **February 16, 2011 at 4:00:00 pm in Trauma Building, Suite 408 and opened immediately following in Conference Room H.** Bids are time-stamped upon receipt. Bids time-stamped after 4:00:00 P.M. will be recorded as late, remain unopened, and will be formally rejected.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review-Journal
February 6, 2011

HELPFUL BID INFORMATION

DID YOU KNOW THAT IMPORTANT INFORMATION RELATED TO THE PURCHASING PROCESS AT UMC IS AVAILABLE 24-HOURS A DAY, 7 DAYS A WEEK? HERE'S WHERE YOU CAN FIND THIS VALUABLE INFORMATION:

INTERNET



All UMC solicitations are now posted on the Internet at <http://www.clarkcountynv.gov/Purchasing>, as well as other important and useful purchasing related information. The solicitations are listed under “**Current Opportunities**” and scroll down to UMC. To locate a specific solicitation browse the list by **Number and/or Title**. You can then click on the selected solicitation **Number**, which will take you to a **Details Page, containing Project Information and links to all Project Related Documents**, with the exception of Construction Specifications and Drawings, which must be obtained directly from the Purchasing and Contracts front desk (see Pick-up and Mail instructions on the previous page).

PREBID CONFERENCE ATTENDANCE

WE WANT YOU!



You have received this “Invitation to Bid” with the anticipation of doing business with UMC. You are encouraged to attend the prebid conference, if one is offered; because it gives you the opportunity to ask questions you may have regarding the bid document, the bid requirements, and the bidding process. At the prebid conference, the entire bid document is reviewed and questions from the attendees are answered.

*** Some prebid conferences have a mandatory attendance requirement; please review the bid document carefully.**

The date and time of the prebid conference (if applicable) is provided for on the cover page of the bid document. **SEE YOU THERE !**

NEED ASSISTANCE?



The Clark County Business Development Division works with the UMC Contracts Management Department to expand the economic prospects of all disadvantaged groups in the business community, and promotes full and open competition in all purchasing activities. If you have questions concerning how to prepare a bid, information that is available to you, or you would like to discuss business opportunities within Clark County, please contact Sandra Mendoza-Avila at telephone number (702) 455-4184.

I – INSTRUCTION TO BIDDERS

BID NO. 2011-04 PRINT SHOP PAPER

1. INTENT OF INVITATION

In accordance with the terms and conditions provided in this bid document, it is the intent of this formal Invitation to Bid to receive bids from qualified Bidders for the items specified in this document.

2. DEFINITIONS

- A. **Addendum:** A written document issued by UMC, via Contracts Management Department, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.
- B. **BCC:** The Clark County Board of County Commissioners sitting as the UMC Board of Hospital Trustees.
- C. **Bid (Bidder):** An offer, in response to a solicitation by UMC, to supply goods or services at a specific price and within a specified time period.
- D. **Bid (UMC):** A competitive solicitation by UMC to procure goods or services in accordance with Nevada Revised Statutes (NRS) 332.
- E. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to UMC with the required information for evaluation of the bid, in correct format and sequence. Bid pages are identified herein as "Bid Form" and contain a black line in the right margin.
- F. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- G. **Bidder(s):** A supplier who submits a bid to UMC.
- H. **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.
- I. **CONTRACT:** Contract documents include the Bidding Documents, SUCCESSFUL BIDDER'S Bid Form, all Addenda, and Notice of Award letter.
- J. **UMC:** The term used throughout these documents to mean University Medical Center of Southern Nevada.
- K. **F.O.B. Destination:** Designates the title of the goods remain with seller and do not pass to buyer until the buyer takes possession of the goods.
- L. **Governing Body:** Used throughout these documents to mean the Clark County Board of Commissioners sitting as the UMC Board of Hospital Trustees.
- M. **Lot:** A group of items similar in nature and bought individually, all items in a lot must be bid on to be a responsible bidder considered for award.
- N. **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.
- O. **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.
- P. **Purchasing Administrator:** The UMC Purchasing Administrator or their designee responsible for the UMC Contracts Management Department.
- Q. **Purchase Order:** The formal authorization by UMC for seller to provide goods or services to UMC. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- R. **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.

3. TENTATIVE DATES AND SCHEDULE

Bid Published in Las Vegas Review-Journal	February 6, 2011
Non-Mandatory Pre-Bid Conference (10:00 am)	February 8, 2011, Conference Room H
Final Date to Submit Questions	February 9, 2011
Last Day for Addendums	February 10, 2011
Bid Responses Due (4:00:00 pm)	February 16, 2011
Estimated Contract Award	March 1, 2011

4. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Jim Haining, Purchasing Administrator, telephone number (702) 383-3606 or via email at jim.haining@umcsn.com. After award, the designated contact will be Print Shop Supervisor or as designated by UMC.

5. CONTACT WITH UMC DURING BIDDING PROCESS

Communication between a Bidder and a member of the BCC, or between a Bidder and a non-designated UMC contact, regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this bid, a written Addendum will be issued by UMC. UMC shall not be bound by any oral representations, clarifications, or changes made in the written requirements or specifications by UMC's employees, unless such clarification or change is provided UMC in written addendum form from Contracts Management Department.
- B. Bidder(s) shall take no advantage of any apparent error or omission in the Bidding Documents. In the event Bidder(s) discover such an error or omission, they shall immediately notify UMC. UMC will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents through the issuance of an Addendum.
- C. Addenda shall be available via mail, certified mail, email, fax, online or pick up by all perspective Bidders.
- D. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

7. DOCUMENT REVIEW

Bidders may visit the Contracts Management Department, during normal business hours, to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Public Records" clause in the General Conditions section of this bid. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please the Designated Contact above to schedule your appointment.

8. PREPARATION OF FORMS

All bids must be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and may be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the bid form.

In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the total will be corrected accordingly. Mathematical errors in the Bid shall be corrected by UMC. If there is no cost for a unit price, the Bidder **MUST** enter "0" or write the words "NO COST".

9. BID DOCUMENTS NECESSARY FOR SUBMITTAL

Bid Form, all required attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

10. SUBCONTRACTOR INFORMATION

Bidders should submit with their bids 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 CONTRACT utilizing **Attachment 1**. The information provided in **Attachment 1** by Bidder is for UMC'S information only.

If there are any questions regarding **Attachment 1**, please contact the Designated Contact above.

11. PRODUCTS

New Product:

SUCCESSFUL BIDDER shall guarantee that the product provided to UMC shall be new, and shall be of first quality as to workmanship and materials used in said units.

A new product is defined as a product that is made up completely of unused, genuine, original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable.

12. BRAND NAMES "OR EQUAL"

Whenever, in this Invitation to Bid, any particular materials, process, or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process, or equipment desired and will be deemed to be followed by the words, "or equal." Proof satisfactory to UMC must be provided by SUCCESSFUL BIDDER to show that the alternative product is, in fact, equal to the product required in the specifications.

13. SUBSTITUTIONS

Specifications are intended to show kind and quality required, and are not intended to be restrictive. **Additional bids that are equal to, or exceed the requirements stated in this document are invited.** Bidders desiring to submit more than one bid for items other than those specified shall observe the following procedure:

- A. Submit with the bid complete manufacturer's brochures of the actual items being offered, including pictures or dimensional drawings.
- B. Proof, satisfactory to UMC, must be provided by Bidder to show that the product is equal to, or exceeds the bid specifications in design and performance.
- C. Equivalent items may be subject to performance testing.

14. RECYCLED PRODUCTS

RECYCLED PAPER PRODUCTS –PREFERENCE

In accordance with NRS 332.065.2 (a), UMC gives preference to Bidders who propose recycled products if Bidder is found to be responsive and responsible, the recycled product meets all of the requirements in this bid document, and costs no more than a comparable non-recycled product. Bidders shall note in their bid submittal if a recycled product is being offered. Bidders may be requested to submit the appropriate documentation to validate that the recycled product meets all of the requirements defined in this document within one (1) calendar days of UMC's request.

15. ORDER QUANTITIES AND UNIT PRICING

Unit pricing for the items listed in this bid shall be reflective of the unit of measure of "each" or "thousand". This bid expressly prohibits "minimum order quantity" practices. All invoices shall reflect the pricing for the exact quantities received.

16. DISCOUNT TERMS OF PAYMENT

Terms of payment, as listed on the Bid Form, shall be defined as the amount of discount offered by Bidder to UMC if payment is made within a specified time frame.

Examples:

Terms of Payment: 2%, Net thirty (30) Calendar Days.

A 2% payment discount will be deducted from the purchase price if the invoice is paid within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product or service, whichever is later.

Terms of Payment: 0%, Net thirty (30) Calendar Days.

No payment discount is offered and payment is due within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product or service, whichever is later.

No prompt payment discount will be considered by UMC in the bid evaluation process unless the discount period offered by Bidder is thirty (30) calendar days or more.

17. ADDITIONAL BIDS

Bidders may submit more than one bid as long as all such bids comply with, or exceed, the bid terms, conditions and specifications.

18. DEVIATIONS TO TERMS AND CONDITIONS

Any additional agreements, terms, conditions, or exceptions to the bid requirements that are submitted with Bidder's Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection.

19. DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for a period of ninety (90) calendar days after the date of bid opening in order to allow UMC to evaluate and consider award, unless the offer is further extended in writing and agreed upon by both parties.

20. BIDDER'S REPRESENTATION

Each Bidder by submitting their Bid represents that:

- A. Bidder has read and understands the Bidding Documents and asserts that its bid is made in accordance therewith and shall be considered a firm offer for a period of ninety (90) calendar days following the opening of bids. The Bidder's offer may expire at the end of the ninety (90) calendar day period.
- B. Bidder has visited the project site and is familiar with the local conditions under which the work is to be performed.
- C. **Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued, Bidder shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.**

21. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title. Bidders are requested to submit one (1) original of the Bid Form and one (1) copy of all requested attachments unless otherwise specified. No responsibility will attach to UMC, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after 4:00:00 p.m. based on the time clock at the UMC Materials Management front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR EMAILED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/ mailing instructions for bids:

<u>Hand Delivery</u> University Medical Center Materials Management Trauma Center Building 800 Rose Street, Suite 409 Las Vegas, Nevada 89106	<u>U.S. Mail Delivery</u> University Medical Center Materials Management 1800 West Charleston Blvd Las Vegas, Nevada 89102	<u>Express Delivery</u> University Medical Center Materials Management 800 Rose Street, Suite 409 Las Vegas, Nevada 89106
Bid No. 2010-04 Print Shop Paper	Bid No. 2010-04 Print Shop Paper	Bid No. 2010-04 Print Shop Paper

Regardless of the method used for delivery, Bidder shall be wholly responsible for the timely delivery of its bid. Overnight Mail must use the EXPRESS DELIVERY instructions.

Any bids submitted via a third party courier must be sealed in a separate envelope from courier's packaging to allow for proper recording of receipt.

Bidders and other interested parties are invited to attend the bid opening.

22. COST TO PREPARE AND SUBMIT RESPONSE

All costs incurred in the preparation and submission of responses to this Invitation to Bid shall be the responsibility of the Bidder.

23. WITHDRAWAL OF BID

A. Before Bid Opening

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing Analyst in writing, or a bid release form has been properly completed and submitted to the Purchasing and Contracts Division reception desk. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

B. After the Bid Opening

All responsive and responsible bids received are considered firm offers for a period of ninety (90) calendar days. Bidder's offer will expire after ninety (90) calendar days unless the offer is further extended in writing by Bidder and agreed upon by both parties. If Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

24. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of CONTRACT, and other objective and accountable factors which are reasonable. UMC has the option to accept additional promotional specials, discounts or trade-in allowances offered by SUCCESSFUL BIDDER during the term of CONTRACT but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.065.3, UMC may re-award CONTRACT if SUCCESSFUL BIDDER is found to be in breach of contract. Re-awarding the CONTRACT by UMC is not a waiver of any liability of the initial Bidder awarded CONTRACT.

25. REJECTION OF BID

UMC reserves the right to reject any and all bids received by reason of this request. UMC reserves the right to waive any minor informality or irregularity.

26. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following causes:

- A. Failure to use the specified Bid Form furnished by UMC.
- B. Lack of signature by an authorized representative.
- C. Failure to properly complete the Bid Form.
- D. Evidence of collusion among Bidders.
- E. Unauthorized alteration to content of the Bid Form.
- F. Failure to acknowledge all addenda issued

27. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two (2) or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and UMC can justify awarding to Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the Instruction to Bidders. When a drawing is necessary, Bidder(s) involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

28. NOTIFICATION OF INTENT TO AWARD

UMC will issue to all Bidders a formal letter of "Notification of Intent to Award". This notice will confirm UMC's determination of the lowest responsive and responsible Bidder.

29. PROTESTS

- A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Purchasing Analyst, within five (5) business days after UMC issued a "Notification of Intent to Award" letter. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Analyst will issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Purchasing Administrator its written notice of intent to appeal the decision to the BCC. The Purchasing Administrator or their designee will notify the protestor of the date they may appear to present their appeal to the BCC. Protestor MUST submit to the Purchasing Administrator fifteen (15) copies of any documents protestor intends to present to the BCC and all documents MUST be submitted ten (10) calendar days prior to the BCC meeting. The decision of the BCC will be final. The BCC is not required to consider protests unless this procedure is followed.
- B. Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to UMC who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:
 - 1. 25% of the total value of the bid submitted by Bidder filing the notice of protest; or
 - 2. \$250,000
- C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BCC makes a determination on the protest.
- D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BCC has made a determination on the protest and awards CONTRACT.
- E. Neither the BCC nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.
- F. If the protest is upheld by the BCC, the bond posted or other security submitted with the notice of protest must be returned to Bidder who posted the bond or submitted the security. If the protest is rejected by the BCC, UMC may make a claim against the bond or other security in an equal amount to the expenses incurred by UMC because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

30. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder on a lot by lot basis contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by UMC. Bidders must bid on all items in lot to be considered responsive.

31. NOTICE OF AWARD

Award of this bid will be by "Notice of Award" issued by the Purchasing Administrator. CONTRACT shall include this Bid Document, any associated Addendums, and the Bid Form as signed by SUCCESSFUL BIDDER.

32. INITIAL TERM

The initial term of CONTRACT shall be from date of award through June 30, 2012.

33. CONTRACT RENEWAL

UMC reserves the option to renew CONTRACT for an additional one year period(s) from its expiration date.

34. CONTRACT EXTENSION

UMC reserves the option to temporarily extend CONTRACT for up to ninety (90) calendar days from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

35. ADDITIONAL REQUIREMENTS

Although particular UMC departments may be identified in the solicitation, unless otherwise documented in CONTRACT, other UMC departments may utilize the resulting CONTRACT upon approval by UMC Contracts Management Department. Each UMC Department will issue a separate identifying Purchase Order.

36. STATE OF NEVADA LEGAL HOLIDAYS

SUCCESSFUL BIDDER is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31st falls on Friday.

Martin Luther King's Birthday
 Presidents' Day

Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veteran's Day
Thanksgiving Day and the Friday After
Christmas Day
New Year's Day

SUCCESSFUL BIDDER is required to verify dates with UMC'S representative prior to the commencement of work.

37. **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 UMC 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)

II -GENERAL CONDITIONS

BID NO. 2011-04 PRINT SHOP PAPER

1. ASSIGNMENT OF CONTRACTUAL RIGHTS

SUCCESSFUL BIDDER will not assign, transfer, convey or otherwise dispose of CONTRACT or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of UMC and any sureties.

2. AUDITS

The performance of CONTRACT by SUCCESSFUL BIDDER is subject to review by UMC to insure CONTRACT compliance. SUCCESSFUL BIDDER agrees to provide UMC any and all information requested that relates to the performance of CONTRACT. All requests for information will be in writing to SUCCESSFUL BIDDER. 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 or termination of CONTRACT.

3. AUTHORITY

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

4. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. In accordance with NRS 239.010, Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked "Confidential" or "Proprietary", or that contains materials so marked, may be returned to Bidder and may not be considered for award.

5. UMC'S PROPERTY

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

6. COLLECTION AND PAYMENT OF SALES TAX

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

7. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

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

8. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to SUCCESSFUL BIDDER will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices.

9. CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, UMC reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of SUCCESSFUL BIDDER'S obligations under CONTRACT, in whatever manner UMC determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to CONTRACT be made during CONTRACT term, a written amendment detailing those elements shall be executed by SUCCESSFUL BIDDER and the UMC Chief Executive Officer or their designee.

10. DISCLOSURE OF OWNERSHIP / PRINCIPALS

Any Bidder recommended for award of CONTRACT by the BCC is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form shall be submitted to UMC within twenty-four (24) hours after request. Failure to fill out the subject form by Bidders shall be cause for rejection of the bid.

11. DRUG-FREE WORKPLACE

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

12. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, SUCCESSFUL BIDDER agrees that it will not employ unauthorized aliens in the performance of CONTRACT.

13. FALSE CLAIMS ACT

- a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Under the False Claims Act, a provider may face civil prosecution for knowingly presenting reimbursement claims: (1) for services or items that the provider knows were not actually provided as claimed; (2) that are based on the use of an improper billing code which the provider knows will result in greater reimbursement than the proper code; (3) that the provider knows are false; (4) for services represented as being performed by a licensed professional when the services were actually performed by a non-licensed person; (5) for items or services furnished by individuals who have been excluded from participation in federally-funded programs; or (6) for procedures which the provider knows were not medically necessary. Violation of the civil False Claims Act may result in fines of up to \$11,000 for each false claim, treble damages, and possible exclusion from federally-funded health programs. Accordingly, all employees, volunteers, medical staff members, vendors, and agency personnel are prohibited from knowingly submitting to any federally or state funded program a claim for payment or approval that includes fraudulent information, is based on fraudulent documentation or otherwise violates the provisions described in this paragraph.
- b. UMC is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, UMC has established and will maintain a Corporate Compliance Program, has a Corporate Compliance Officer, and operates an anonymous 24-hour, seven-day-a-week compliance Hotline. SUCCESSFUL BIDDER is expected to immediately report to UMC's Corporate Compliance Officer directly at (702) 383-6211, through the Hotline (888) 691-0772, or the website at <http://umcsn.alertline.com>, or in writing, any actions by a medical staff member, UMC vendor, or UMC employee which SUCCESSFUL BIDDER believes, in good faith, violates an ethical, professional or legal standard. UMC shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. UMC is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem.

14. FEDERAL, STATE, LOCAL LAWS

All Bidders shall comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

15. FISCAL FUNDING OUT

UMC reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If UMC does not allocate funds to continue the purchase of the product or service, in accordance with NRS 354.626, CONTRACT shall be terminated when appropriated funds expire.

16. FORCE MAJEURE

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

17. GOVERNING LAW/VENUE OF ACTION [GOODS, SERVICES]

CONTRACT shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

18. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The bidding and CONTRACT documents include various divisions, sections, and conditions which are essential parts for the work to be provided by SUCCESSFUL BIDDER. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work. In case of discrepancy, the following precedence will govern:

1. Amendment
2. General Conditions
3. Addenda
4. Instructions to Bidders
5. Federal Requirements (If Applicable)
6. Special Conditions
7. Technical Specifications

19. INDEMNITY

SUCCESSFUL BIDDER agrees, by entering into CONTRACT, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold UMC harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of SUCCESSFUL BIDDER or its principals, employees, subcontractors or other agents while performing services under CONTRACT. SUCCESSFUL BIDDER shall indemnify, defend, and hold harmless UMC for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

20. INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 UMC shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date SUCCESSFUL BIDDER provides goods, performs services, or provides deliverables or milestones.

All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state, and zip code)
- C. Telephone Number
- D. Contact Person
- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. Clark County Purchase Order Number
- G. Company's Tax Identification Number
- H. Bid Number
- I. Itemized pricing and total amount due (excluding Sales and Use Tax)
- J. Percentage Discounts/ Payment Terms (if offered)
- K. Company's Invoice Number

SUCCESSFUL BIDDER is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, UMC may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

21. INVOICE AUDITS

SUCCESSFUL BIDDER shall provide to UMC, within ten (10) business days of UMC'S request, a report to validate that the price(s) charged are in accordance with the price(s) offered on SUCCESSFUL BIDDER'S Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by UMC'S using department(s) and Internal Audit Department. Discrepancies found in the report will require SUCCESSFUL BIDDER to update the report no later than five (5) business days after notification by UMC. In the event that SUCCESSFUL BIDDER undercharged UMC, UMC shall reimburse SUCCESSFUL BIDDER within ten (10) business days. In the event that SUCCESSFUL BIDDER overcharged UMC, SUCCESSFUL BIDDER shall reimburse UMC within ten (10) business days. If overcharges are found, UMC may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

22. NON-DISCRIMINATION

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that UMC has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER 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, age, disability, national origin, or any other protected status, UMC may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

23. NON-ENDORSEMENT

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

24. NON-EXCLUDED HEALTHCARE PROVIDER

SUCCESSFUL BIDDER represents and warrants to UMC that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. SUCCESSFUL BIDDER represents and warrants to UMC that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such SUCCESSFUL BIDDER or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

25. OUT OF STATE SUPPLIERS

Out of state suppliers shall accept collect calls or provide a toll free telephone number for the placement of orders.

26. PARTIAL PAYMENTS

Partial payment requests will be accepted only at the sole discretion of UMC.

27. PATENT INDEMNITY

A. SUCCESSFUL BIDDER hereby indemnifies and shall defend and hold harmless UMC, its officers, employees, agents, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by UMC, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under CONTRACT by SUCCESSFUL BIDDER, or out of the processes or actions employed by, or on behalf of SUCCESSFUL BIDDER in connection with the performance of CONTRACT. SUCCESSFUL BIDDER shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by UMC; provided that UMC or its construction manager shall have notified SUCCESSFUL BIDDER upon becoming aware of such claims or actions, and provided further that SUCCESSFUL BIDDER'S aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by UMC.

B. SUCCESSFUL BIDDER shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of CONTRACT.

28. PUBLIC RECORDS

UMC 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 UMC's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.

29. PURCHASE ORDERS

The Purchasing and Contracts Division will issue a purchase order(s) which will authorize SUCCESSFUL BIDDER to deliver and invoice for the product(s) or service(s) offered.

30. RIGHT OF INSPECTION AND REJECTION

All goods and services purchased under this bid will be subject to inspections, tests and approval/acceptance by UMC. It is acknowledged that many of the goods contained in closed packages may not be inspected until such time as they are used, and that the inspections and rejection rights will continue until those packages are opened and inspected, notwithstanding prior payment. If specifications or warranties are not met, material and equipment will be returned at SUCCESSFUL BIDDER'S expense. Nonconforming goods may be returned to SUCCESSFUL BIDDER freight collect at which time risk of loss will pass to SUCCESSFUL BIDDER upon UMC'S delivery to common carrier or retrieved by SUCCESSFUL BIDDER at which time risk of loss will pass to SUCCESSFUL BIDDER at time of retrieval.

31. SEVERABILITY

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

32. SUBCONTRACTS

Services specified in CONTRACT shall not be subcontracted by SUCCESSFUL BIDDER, without the written approval of UMC. Approval by UMC of SUCCESSFUL BIDDER'S request to subcontract or acceptance of or payment for subcontracted work by UMC shall not in any way relieve SUCCESSFUL BIDDER of responsibility for the professional and technical accuracy and adequacy of the services performed. SUCCESSFUL BIDDER shall be and remain liable for all damages to UMC caused by negligent performance or non-performance of services performed under CONTRACT by SUCCESSFUL BIDDER'S subcontractor.

33. SUBCONTRACTOR / INDEPENDENT CONTRACTOR

SUCCESSFUL BIDDER represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. SUCCESSFUL BIDDER shall act as an independent SUCCESSFUL BIDDER and not as the agent of UMC in performing CONTRACT. SUCCESSFUL BIDDER shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in CONTRACT or any subcontract awarded by SUCCESSFUL BIDDER shall create any contractual relationship between any such Subcontractor and UMC. SUCCESSFUL BIDDER shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

34. SUSPENSION BY UMC FOR CONVENIENCE

1. UMC may, without cause, order SUCCESSFUL BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as UMC may determine.
2. In the event UMC suspends performance of SUCCESSFUL BIDDER for an aggregate period in excess of sixty (60) calendar days, SUCCESSFUL BIDDER shall be entitled to an equitable adjustment of the compensation payable to SUCCESSFUL BIDDER under this Bid to reimburse SUCCESSFUL BIDDER for additional costs occasioned as a result of such suspension of performance by UMC. Equitable adjustment shall be based on appropriated funds and approval by UMC.
3. No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which SUCCESSFUL BIDDER is responsible

35. TAXES

UMC is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000028). A copy of the tax exempt letter is available upon request. The bid price(s) must be net, exclusive of these taxes.

36. TERMINATION FOR CAUSE

If SUCCESSFUL BIDDER fails to perform in accordance with the agreed terms, conditions, or warranties applicable to CONTRACT, UMC may **immediately** terminate all or part of CONTRACT upon written notice of intent to terminate without any liability by UMC to SUCCESSFUL BIDDER. In the event of termination for cause, UMC may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as UMC may deem appropriate and SUCCESSFUL BIDDER shall be liable to UMC for any excess cost or other expenses incurred by UMC.

37. TERMINATION FOR CONVENIENCE

UMC reserves the right to terminate CONTRACT in whole or part at any time whenever UMC shall determine that such a termination is in the best interest of UMC without penalty or recourse upon thirty (30) calendar days written notice of intent to terminate. In the event that UMC elects to terminate CONTRACT, the termination request will be submitted to the BCC or UMC Administration for approval.

38. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to UMC until material is delivered to the specific location, quantities are verified, and the material is inspected for damage or service is completed as specified.

39. USE BY OTHER GOVERNMENT ENTITIES

Nevada Revised Statutes 332.195 allows local governments to join or use the contacts of other local governments or the State of Nevada, with the authorization of contracting Supplier.

40. WARRANTY

SUCCESSFUL BIDDER warrants that the goods and services covered under this bid will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. SUCCESSFUL BIDDER shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment or materials or for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by UMC, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.

III - SPECIAL CONDITIONS

BID NO. 2011-04 PRINT SHOP PAPER

1. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

Apparent low Bidder shall furnish the following information and documents within twenty-four (24) hours of UMC's request:

- A. Completed "Disclosure of Ownership" form.
- B. A copy of current Clark County Business License, if applicable.

2. LOCATION AND HOURS

Deliveries shall be made to UMC, 1800 West Charleston Blvd, Las Vegas, NV 89102, Monday through Friday (excluding UMC's holidays), between the hours of 7 am to 3 pm.

3. F.O.B. DESTINATION - FREIGHT PRE-PAID AND INCLUDED

SUCCESSFUL BIDDER shall pay all freight charges. SUCCESSFUL BIDDER shall file all claims and bears all responsibility for the products from the point of origin to UMC'S destination. Title to the goods shall pass to UMC at time of delivery to UMC dock. All prices shall include delivery, as well as any necessary unloading.

4. PARTIAL SHIPMENTS

Partial shipments will be permitted.

5. FAILURE TO DELIVER

In the event that SUCCESSFUL BIDDER fails to deliver the product or service in accordance with the terms and conditions of CONTRACT, UMC shall have the option to either terminate CONTRACT or temporarily procure the product or service from another supplier. If the product or service is procured from another supplier, SUCCESSFUL BIDDER shall pay to UMC any difference between the bid price and the price paid to the other supplier.

6. DAMAGED OR DEFECTIVE PRODUCTS

SUCCESSFUL BIDDER shall replace, at no cost to UMC, damaged or defective products within 10 calendar day(s) after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, SUCCESSFUL BIDDER shall pay UMC any difference between the bid price and the price paid to the other supplier.

7. SAMPLES - APPARENT LOW BIDDER

When requested by the Owner, the apparent low Bidder shall submit at his own expense, and within 4 working days from the date of Owner's request, detailed specifications, brochures, and a sample(s) of the item(s) offered. Failure to do so shall be cause for rejection. Any sample(s) submitted for testing purposes will become the property of the Owner and will not be returned to the apparent low Bidder. The Owner shall be the sole judge as to the suitability of the item and its decision will be final. To be acceptable, any sample(s) shall be identified by mill brand name exactly as offered in the bid submitted by the apparent low Bidder and shall be identical to the product intended for delivery.

8. PRODUCT QUALITY

- A. Products furnished under these provisions and specifications shall meet the quality and conditions set forth in this solicitation. No substitution will be permitted without prior approval of Owner.
- B. Should the successful Bidder(s) product be found unacceptable due to performance, the successful Bidder shall have the option to substitute a paper of equal or better quality at the same unit price as submitted on the Bid Form. In the event an acceptable paper cannot be provided, it is understood that Owner reserves the right to cancel the award without any liability. Any prospective Bidder may request field testing of their product prior to the scheduled bid opening date.

9. GENERAL

- A. All paper shall be packaged and sealed in moisture-proof paper, ream-wrapped.
- B. All paper shall be standard packaging as recognized in the trade with a printed label attached identifying the mill brand, type of paper, size, substance weight, and number of sheets therein.
- C. All paper shall be lengthwise grain, unless otherwise specified.

- D. Weight Tolerance: Any variations above or below the basic weight specified shall not exceed 5 %(+/-).
- E. All paper shall be standard registered mill brand.
- F. All shipping labels affixed to each carton of material, in addition to the delivery address, shall have the purchase order number and Bid Number printed on label.
- G. Upon request by Owner, successful Bidder shall break standard carton packing for “cut sheets” and deliver individually wrapped reams as needed. Additionally, successful Bidder will break standard carton packing for “parent size sheets” and deliver individual sheets as needed. Breaking of standard carton packing will apply to bid items only.

10. MAXIMUM DELIVERY TIME

Maximum delivery time is three (3) business day(s). Failure to offer a delivery time within the maximum number of days specified may be considered a substantial deviation and be cause for rejection. Time is of the essence and failure to meet the delivery time specified shall constitute a breach of contract and may result in termination of CONTRACT.

11. SUPPLIER'S STOCK

SUCCESSFUL BIDDER shall agree to maintain access to sufficient stock of any item awarded in this bid. The lead time(s) for such stock shall not exceed the time period(s) as specified in this bid.

University Medical Center of Southern Nevada

IV - BID FORM

**BID NO. 2011-04
 PRINT SHOP PAPER**

 Name of Firm

This bid is submitted in response to UMC'S Invitation To Bid and is in accordance with all conditions and specifications in this document.

Lot 1 – Color Copy Paper

Item No.	Description	Estimated Annual Usage (sheets)	Sheets per ream	Reams per case	Cost per case (based on Unit Price)	Unit Price (\$/thousand sheets)	Extended Total (Estimated Annual Usage x Unit Price / 1000)
1	White Laser Paper, 28#, 8.5 x 11, 100+ brightness	50,000				\$	\$
2	White Laser Paper, 28#, 11 x 17, 100+ brightness	35,000				\$	\$
3	White Satin Cover Paper, 110#, 8.5 x 11, 100+ brightness	6,000				\$	\$
4	Gloss Text Paper, 100#, 8.5 x 11, 100+ brightness	2,000				\$	\$
5	Gloss Text Paper, 100#, 11 x 17, 100+ brightness	2,000				\$	\$
6	Gloss Text Paper, 100#, 12 x 18, 100+ brightness	2,000				\$	\$
7	Gloss Cover Paper, 100#, 8.5 x 11, 100+ brightness	2,000				\$	\$
8	Gloss Cover Paper, 100#, 11 x 17, 100+ brightness	2,000				\$	\$
9	Gloss Cover Paper, 100#, 12 x 18, 100+ brightness	2,000				\$	\$
Total Lot 1							\$

Lot 2 – Digital Carbonless

Item No.	Description	Estimated Annual Usage (sheets)	Sheets per ream	Reams per case	Cost per case (based on Unit Price)	Unit Price (\$/thousand sheets)	Extended Total (Estimated Annual Usage x Unit Price / 1000)
10	2 part Digital Carbonless Paper, Canary/White, Reverse Collated, Grain-Long, 20 #, 8.5 x 11	800,000				\$	\$
11	3 part Digital Carbonless Paper, Pink/Canary/White, Reverse Collated, Grain-Long, 20 #, 8.5 x 11	762,000				\$	\$
12	4 part Digital Carbonless Paper, Gold/Pink/Canary/White, Reverse Collated, Grain-Long, 20 #, 8.5 x 11	20,000				\$	\$
13	2 part Digital Carbonless Paper, Canary/White, Reverse Collated, Grain-Long, 20 #, 8.5 x 14	5,000				\$	\$
14	2 part Digital Carbonless Paper, Canary/White, Reverse Collated, Grain-Long, 20 #, 11 x 17	60,000				\$	\$
15	3 part Digital Carbonless Paper, Pink/Canary/White, Forward Collated, Grain-Long, 20 #, 11 x 17	36,000				\$	\$
16	4 part Coated Back (CB) Carbonless Paper, White/Pink/Blue/Canary, Grain-Long, 20 #, 8.5 x 11	7,000				\$	\$
17	4 part Coated Front (CF) Carbonless Paper, White/Pink/Blue/Canary, Grain-Long, 20 #, 8.5 x 11	7,000				\$	\$
Total Lot 2							\$

Lot 3 – Security Prescription Paper

Item No.	Description	Estimated Annual Usage (sheets)	Sheets per ream	Reams per case	Cost per case (based on Unit Price)	Unit Price (\$/thousand sheets)	Extended Total (Estimated Annual Usage x Unit Price / 1000)
18	1 part Security Prescription Paper, 8.5 x 11	240,000				\$	\$
19	2 part Security Prescription Paper, 8.5 x 11	200,000				\$	\$
Total Lot 3							\$

Lot 4 – Miscellaneous Papers

Item No.	Description	Estimated Annual Usage (sheets)	Sheets per ream	Reams per case	Cost per case (based on Unit Price)	Unit Price (\$/thousand sheets)	Extended Total (Estimated Annual Usage x Unit Price / 1000)
20	Exact Index, White and pastels, 110#, 8.5 x 11 (includes cherry, ivory, blue, green, yellow)	50,000				\$	\$
21	Exact Opaque, Smooth, White, 60#, 11 x 17, 92 brightness min	30,000				\$	\$
22	Exact Pastels, 20 #, 8.5 x 11 (includes canary, blue, green, ivory, pink, buff)	1,400,000				\$	\$
23	Astrobright Text, 60 #, 8.5 x 11	5,000				\$	\$
24	Astrobright Cover, 65#, 8.5 x 11	10,000				\$	\$
25	White Bond, 20#, 11 x 17	233,000				\$	\$
Total Lot 4							\$

Lot 5 – Miscellaneous Supplies

Item No.	Description	Estimated Annual Usage (sheets)	Sheets per ream	Reams per case	Cost per case (based on Unit Price)	Unit Price (\$/thousand sheets or other)	Extended Total (Estimated Annual Usage x Unit Price)
26	Chipboard, 8.5 x 11	12,000				\$ /M	\$
27	NCR Padding Adhesive, Quart	16 qts	NA	NA	NA	\$ /qt	\$
28	Padding Cement (Glue), White, Quart	10 qts	NA	NA	NA	\$ /qt	\$
29	Business Card Boxes – 2" x 3-5/8" x 4-7/8"	500 ea	NA	NA	NA	\$ /ea	\$
Total Lot 5							\$

Company Name _____

Grand Total	Lot Total
Total Lot 1 – Color Copy Paper	\$
Total Lot 2 – Digital Carbonless	\$
Total Lot 3 – Security Prescription Paper	\$
Total Lot 4 – Miscellaneous Papers	\$
Total Lot 5 – Miscellaneous Supplies	\$
Grand Total	\$

DELIVERY:

_____ business days (Maximum 2 business days)

RECYCLED PRODUCTS:

The product that I am offering is considered a recycled product. Yes No

TERMS OF PAYMENT:

_____% , _____ calendar days.

ATTACHMENTS TO BID FORM

FAILURE TO SUBMIT REQUIRED ATTACHMENTS AS LISTED BELOW MAY RESULT IN REJECTION OF BID.

Attachment 1, Subcontractor Information, is attached.

Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED AND USE THE CORRECT BID FORM AS REQUIRED, MAY RESULT IN REJECTION OF BID.**

Addendum No. _____	Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____	Addendum No. _____

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Clark County, Nevada.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____ SIGNATURE OF AUTHORIZED REPRESENTATIVE	_____ LEGAL NAME OF FIRM
_____ NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)	_____ ADDRESS OF FIRM
_____ PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	_____ CITY, STATE ZIP
_____ EMAIL ADDRESS	_____ DATE
BUSINESS LICENSE INFORMATION	
_____ CURRENT STATE: LICENSE NO.	_____ ISSUE DATE: EXPIRATION DATE:
_____ CURRENT COUNTY: LICENSE NO.	_____ ISSUE DATE: EXPIRATION DATE:
_____ CURRENT CITY: LICENSE NO.	_____ ISSUE DATE: EXPIRATION DATE:

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a MBE WBE PBE SBE NBE LBE as defined below.

STATE OF NEVADA BUSINESSES

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.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE):

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

**ATTACHMENT 1
BID NO. 2011-04
PRINT SHOP PAPER**

SUBCONTRACTOR INFORMATION

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

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

5. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

6. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

7. 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, NBE subcontractors will be used.

**ATTACHMENT 2
BID NO. 2011-04
PRINT SHOP PAPER**

**AFFIDAVIT
(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

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

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 2011-04, entitled Print Shop Paper;
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 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 _____, _____,
by _____ (name of person making statement).

Notary Signature
STAMP AND SEAL

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.

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

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Large Business Enterprise (LBE) or Nevada Business Enterprise (NBE).

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 business headquartered in the State of Nevada and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

Large Business Enterprise (LBE):

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

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.

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 has a local office in Nevada, enter the Nevada street address, telephone and fax numbers, and email of the local office.

List of Owners – 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, list all Corporate Officers and members of the Board of Directors only.

For Professional Services Contracts Only –

- 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). 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 pecuniary interest.
- 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 3 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.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature/Capacity 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. Include the name of business owner/principal, name of Clark County employee(s), public officer or official, relationship to Clark County employee(s), public officer or official, and the Clark County department where the Clark County employee, public officer or official, is employed.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business					
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Other
Business Designation Group (For informational purposes only)					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> LBE	<input type="checkbox"/> NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise
Business Name:					
(Include d.b.a., if applicable)					
Business Address:					
Business Telephone:			Email:		
Business Fax:					
Local Business Address					
Local Business Telephone:			Email:		
Local Business Fax:					

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

"Business 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.

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

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations)</small>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

For professional services contracts only.

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 employees may not perform any work on professional service contracts)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws 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 disclose on the attached Disclosure of Relationship form.)

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:

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE(S)	RELATIONSHIP TO UMC* EMPLOYEE	UMC 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)