

# University Medical Center of Southern Nevada

**CONFIRMATION FORM**  
**for**  
**RECEIPT OF BID NO. 2011-12**  
**Laundry Management and Distribution Services**

If you are interested in this invitation, immediately upon receipt, please complete this form and scan to the designated contact or 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 further associated addenda sent.

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**VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:**

PROJECT NO.: **BID NO. 2011-12**

DESCRIPTION: **Laundry Management and Distribution Services**

**VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:**  
**TYPE or PRINT CLEARLY**

Contact Name / Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

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

**EMAIL this confirmation to: [rebekah.holder@umcsn.com](mailto:rebekah.holder@umcsn.com)**  
**or FAX to: (702) 383-2609**

UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA

INVITATION TO BID

BID NO. 2011-12

LAUNDRY MANAGEMENT  
AND DISTRIBUTION SERVICES

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## INVITATION TO BID

**BID NO. 2011-12**

### **Laundry Management and Distribution Services**

UMC is seeking bids for Laundry Management and Distribution Services.

The bid package is available as follows:

- Pick up – University Medical Center, 800 Rose Street, Suite 408, Las Vegas, Nevada, 89106.
- Electronic Mail or Mail – Please email request to Contracts Management at [rebekah.holder@umcsn.com](mailto:rebekah.holder@umcsn.com) specifying the Bid Number and description. Be sure to include your company name, contact name, mailing address, email, phone and fax numbers, or call (702) 207-8291.
- Internet – Visit the Clark County website [www.clarkcountynv.gov/purchasing](http://www.clarkcountynv.gov/purchasing). Click on “Current Opportunities”, listed under University Medical Center locate the appropriate document in the list of current solicitations.

**A mandatory pre-bid meeting will be held on November 10, 2011 at 9:00 am, at Conference Room H, 4<sup>th</sup> Floor, Trauma Building, 800 Rose St., Las Vegas, Nevada.**

**A mandatory site tour of the facility will take place immediately following the pre-bid meeting. Please allow one (1) hour for tour.**

Bids will be accepted at University Medical Center address specified above, on or before **Wednesday, November 30, 2011 at 2:00:00 p.m.** Bids are time-stamped upon receipt. Bids time-stamped after **2:00:00 p.m.** will be recorded as late, remain unopened, and will be formally rejected.

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PUBLISHED:  
Las Vegas Review Journal  
**Sunday, October 30, 2011**

## HELPFUL BID INFORMATION

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**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).

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## MANDATORY PRE-BID CONFERENCE AND SITE TOUR ATTENDANCE

### WE WANT YOU!



You have received this “Invitation to Bid” with the anticipation of doing business with UMC. Attendance for the pre-bid conference is mandatory. The pre-bid conference also gives you the opportunity to ask questions you may have regarding the bid document, the bid requirements, and the bidding process. At the pre-bid conference, the entire bid document is reviewed and questions from the attendees are answered.

The date and time of the pre-bid conference is provided for on the cover page of the bid document. SEE YOU THERE!

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### 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. 2011-12**  
**Laundry Management and Distribution Services**

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. **Authorized Representative:** A person designated by the Governing Body to be responsible for the development and award of the contract for the service to be performed.
- Q. **Purchase Order:** The formal authorization by UMC for vendor 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. SCOPE OF SERVICES

Background

University Medical Center of Southern Nevada, located in Las Vegas, Nevada, is a county owned, acute-care hospital, organized under Nevada Revised Statute Chapter 450. UMC is a 541 bed hospital, currently operating a Level 1 Trauma Center, a Level 2 Pediatric Trauma Center, an active Cardiology Program, Organ Transplant Program, Burn Care Center and a Level III Intensive Care Nursery. In addition, UMC operates ten (10) Quick Care facilities, nine (9) Primary Care facilities and six (6) Ambulatory patient clinics.

Purpose

The purpose of this bid is to identify superior Bidder(s) that can provide laundry services for UMC and to operate and perform laundry management and distribution services at UMC's premises.

Expectations of Business Partner

UMC strives to provide exemplary service to its patients, therefore, has high expectations from its Business Partners. It is expected that the Business Partner will provide quality products and services at the lowest price available in the market, but just as important is the expectation that these products and services are provided in a manner that exhibits the highest level of ethics and professionalism. It is expected that, as a result of this relationship, the Business Partner will work with UMC to ensure that the agreement remains competitive with continual review of market conditions.

4. TENTATIVE DATES AND SCHEDULE (Dates are tentative and subject to change at any time)

Bid Published in Las Vegas Review-Journal	Sunday, October 30, 2011
<b>Mandatory Pre-Bid Meeting (9:00 am PST)</b>	<b>Thursday, November 10, 2011</b>
Final Date to Submit Questions	Friday, November 18, 2011
Last Day for Addendums	Tuesday, November 22, 2011
<b>Bid Responses Due (2:00:00 pm)</b>	<b>Thursday, November 30, 2011</b>
Award & Approval of the Final Contract	December 2011 / January 2012

5. DESIGNATED CONTACT

UMC's Authorized Representative will be Rebekah Holder, Contracts Management. All questions regarding this bid, including the selection process, must be directed to Rebekah Holder at telephone number 702-207-8291, or email [rebekah.holder@umcsn.com](mailto:rebekah.holder@umcsn.com).

6. CONTACT WITH UMC DURING BID PROCESS

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

7. 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.

8. 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 call the Designated Contact above to schedule your appointment.

9. PREPARATION OF FORMS

All bids will 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 will 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 zero "0" or write the words "NO COST".

10. BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Form, all requested 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.

11. 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 this contract utilizing **Attachment 6**. The information provided in **Attachment 6** by the Bidder is for UMC's information only.

12. BRAND NAMES "OR EQUAL"

Whenever, in this Invitation to Bid, any particular materials, process, and/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, and/or equipment desired and will be deemed to be followed by the words, "or equal." Proof satisfactory to UMC must be provided by the 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 is 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 and/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. 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.

15. 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.

16. 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.

17. 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.**

18. 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 2:00:00 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:

Hand Delivery

University Medical Center  
Materials Management  
Trauma Center Building  
800 Rose Street, Suite 409  
Las Vegas, Nevada 89106

Bid No. 2011-12  
Laundry Management and  
Distribution Services

U.S. Mail Delivery

University Medical Center  
Materials Management  
1800 West Charleston Blvd  
Las Vegas, Nevada 89102

Bid No. 2011-12  
Laundry Management and  
Distribution Services

Express Delivery

University Medical Center  
Materials Management  
800 Rose Street, Suite 409  
Las Vegas, Nevada 89106

Bid No. 2011-12  
Laundry Management and  
Distribution Services

**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.**

19. BID COSTS

There shall be no obligation for UMC to compensate Bidder(s) for any costs of responding to this bid.

20. 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 Designated Contact 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).

21. 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 the contract, and other objective and accountable factors which are reasonable. UMC has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by the successful Bidder during the term of the 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 this contract if the successful Bidder is found to be in breach of the contract. Re-awarding the contract by UMC is not a waiver of any liability of the initial Bidder awarded the contract.

22. 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.

23. 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.

24. 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 the 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 General Conditions. When a drawing is necessary, the Bidders 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.

25. 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.

26. PROTESTS

- A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of this 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 Rebekah Holder, UMC's Designated Contact, within five (5) calendar 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 Designated Contact 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 Designated Contact its written notice of intent to appeal the decision to the BCC. The Designated Contact will notify the protestor of the date they may appear to present their appeal to the BCC. Protestor MUST submit to the Designated Contact 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:
  - i. 25% of the total value of the bid submitted by the Bidder filing the notice of protest; or
  - ii. \$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 the 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 the 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.

27. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder 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 to be considered responsive.

28. NOTICE OF AWARD

Award of this bid will be by "Notice of Award" issued by the Chief Executive Officer and the issuance of a purchase order. Contract shall include this Bid Document, any associated Addendums, insurance documents and the Bid Form as signed by successful Bidder.

29. INITIAL TERM

The initial three (3) year term of this contract shall be from February 1, 2012 through January 31, 2015.

30. CONTRACT RENEWAL

UMC reserves the option to renew this contract for one (1) additional two-year period from its expiration date.

31. CONTRACT EXTENSION

UMC reserves the option to temporarily extend this contract for up to six (6) months from its expiration date for any reason.

32. ADDITIONAL REQUIREMENTS

Although particular UMC departments may be identified in the solicitation, unless otherwise documented in the 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.

33. STATE OF NEVADA LEGAL HOLIDAYS

Successful Bidder is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31<sup>st</sup> 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.

34. BUSINESS LICENSE REQUIREMENTS

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this Bid, other than for the supply of goods being shipped directly to a UMC facility, the successful Bidder, upon proper determination, may 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:

- i. A business is physically located in unincorporated Clark County, Nevada.
- ii. The work to be performed is located in unincorporated Clark County, Nevada.

B. Register as a Limited Vendor Business Registration if:

- i. A business is physically located outside of unincorporated Clark County, Nevada
- ii. 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, 3<sup>rd</sup> 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](http://www.clarkcountynv.gov) , go to "Business License Department" ([http://www.clarkcountynv.gov/Depts/business\\_license/Pages/default.aspx](http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx))

**II – GENERAL CONDITIONS**  
**BID NO. 2011-12**  
**Laundry Management and Distribution Services**

1. ASSIGNMENT OF CONTRACTUAL RIGHTS

The successful Bidder will not assign, transfer, convey or otherwise dispose of the 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 this contract by the successful Bidder is subject to review by UMC to insure contract compliance. The successful Bidder agrees to provide UMC any and all information requested that relates to the performance of this contract. All requests for information will be in writing to the 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 and/or termination of the 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 no 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

Bid documents 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 332.165, replaced by NRS 332.820 in 2003, any evidence of agreement or collusion among Bidder(s) and prospective Bidder(s) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidder(s) void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidder(s), 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 bid documents received in response to that particular bid project.

8. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to the 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 the successful Bidder's obligations under this 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 the contract be made during the contract term, a written amendment detailing those elements shall be executed by the successful bidder and UMC.

10. DISCLOSURE OF OWNERSHIP / PRINCIPALS

Any Bidder recommended for award of a contract by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form shall be submitted to UMC within 24 hours after request. Failure to fill out the subject form by the Bidder 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, the successful Bidder agrees that it will not employ unauthorized aliens in the performance of this 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 will 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 this contract. If UMC does not allocate funds to continue the purchase of the product or service, in accordance with NRS 354.626, this 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:

- A. Amendment
- B. General Conditions
- C. Addenda
- D. Instructions to Bidders
- E. Federal Requirements (If Applicable)
- F. Special Conditions
- G. Technical Specifications

19. INDEMNITY

The successful Bidder agrees, by entering into this 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 the successful Bidder or its principals, employees, subcontractors or other agents while performing services under this contract. The 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 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 90 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. Company Address (including street, city, state, and zip code)
- C. Company Telephone Number
- D. Company Contact Person
- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. UMC 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
- L. All corresponding weigh tickets

The 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 the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible if responding to future invitations to bid.

21. INVOICE AUDITS

The successful Bidder shall provide to UMC, within fourteen (14) calendar days of the UMC's request, a report to validate that the price(s) charged are in accordance with the price(s) offered on the 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 the successful Bidder to update the report no later than five (5) business days after notification by UMC. In the event that the successful Bidder undercharged UMC, UMC shall reimburse the successful Bidder within fourteen (14) calendar days. In the event that the successful Bidder overcharged UMC, the successful Bidder shall reimburse UMC within fourteen (14) calendar days. If overcharges are found, UMC may declare the successful Bidder in breach of the contract, terminate the contract, and designate the 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. The successful Bidder acknowledges that UMC has an obligation to ensure that public funds are not used to subsidize private discrimination. The 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, gender identity or expression, age, disability, national origin, or any other protected status, UMC may declare the successful Bidder in breach of the contract, terminate the contract, and designate the 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 requested 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 this 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 this contract. Successful Bidder shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by UMC; provided that UMC has been notified by 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 this 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

UMC will issue a purchase order(s) which will authorize the successful Bidder to deliver and invoice for the product(s) and/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 this contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this contract shall remain in full force and effect.

32. SUBCONTRACTS

Services specified in this 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 this 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 this contract. Successful Bidder shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in this 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 this contract.

34. SUSPENSION BY UMC FOR CONVENIENCE

- A. 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.
- B. 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.
- C. 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 on request. The price(s) bid must be net, exclusive of these taxes.

36. TERMINATION FOR CAUSE

If the successful Bidder fails to perform in accordance with the agreed terms, conditions, or warranties applicable to this contract, UMC may **immediately** terminate all or part of the contract upon written notice of intent to terminate without any liability by UMC to the 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 the 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 ninety (90) calendar days written notice of intent to terminate. In the event that UMC elects to terminate the contract, the termination request will be submitted to the BCC or the Chief Executive Officer of UMC.

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 vendor.

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.

41. INSURANCE

The successful Bidder shall carry Commercial General Liability and Automobile Liability Insurance, in the amount of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate during the term of this contract.

The successful Bidder 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, unless Bidder is a Sole Proprietor and shall be required to submit an affidavit (**Attachment 3**) indicating that it has not elected 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.

The successful Bidder shall include the cost of the insurance coverages in its bid price(s). The successful Bidder shall provide UMC with proof of insurance as specified within ten (10) calendar days after UMC's request.

The successful Bidder shall obtain and maintain the insurance coverages required in **Attachment 2**, incorporated herein by this reference. The successful Bidder shall comply with the terms and conditions set forth in **Attachment 2**. All Bidders shall include the cost of the insurance coverages in their bid price(s).

42. LIQUIDATED DAMAGES - INSURANCE / PERFORMANCE BOND SUBMITTAL

If the successful Bidder does not provide the insurance and/or performance bond submittals on or before the 10<sup>th</sup> calendar day, the successful Bidder will pay over to UMC the amount of \$100.00 per calendar day as liquidated damages. If the successful Bidder does not keep the insurance policy or performance bond in effect or allows them to lapse, the successful Bidder will pay over to UMC the amount of \$100.00 per calendar day as liquidated damages.

43. PRICE ADJUSTMENT REQUESTS

Prices shall not be subject to change during the initial contract term. Price adjustment requests may be made annually thereafter. The first price adjustment request may be made 60 calendar days prior to the end of the initial contract term. All price adjustment requests, including suitable proof, shall be submitted, at least 60 calendar days in advance of the anniversary date of the Contract to the University Medical Center, Contracts Management, 1800 West Charleston Boulevard, Las Vegas, NV 89102. Price increases shall not be retroactive. A price adjustment can only occur if the successful Bidder has been notified in writing of UMC's approval of the new Price(s). Only one written price adjustment request(s) will be accepted from the successful Bidder each year. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

**Suitable Proof:** Print-out of applicable price index and calculated increase/decrease.

**Consumer Price Index:**

The Consumer Producer Price Index (CPI) – West Urban (Series ID = CUUR0400SA0). The price adjustment per annual request will be no greater than the lesser of percent of CPI change for the 12 month period or three percent (3%), whichever is less, for an increase or decrease.

**Price Decrease:** UMC shall receive the benefit of a price decrease to any item during an annual period if the CPI decreases. If, at the point of exercising the price adjustment provision, market indicators and the CPI shows that the prices have decreased, and that the successful Bidder has not passed the decrease on to UMC, UMC reserves the right to place the successful Bidder in default, terminate the contract, and such actions will reflect adversely against the successful Bidder in determining the responsibility and non-responsibility of the successful Bidder in future opportunities.

Should UMC require textile products not listed on under "Standard Items", the successful Bidder shall provide an industry cost comparison to UMC to validate additional cost. A written amendment shall be generated and signed by both parties to identify the new product and product cost before products are placed in service.

44. LIQUIDATED DAMAGES - COMPLETION OF CONTRACT

In case of failure on the part of the successful Bidder to deliver the product and/or service daily, or with such additional time as may be granted by the formal action of UMC, the Bidder shall pay to UMC, as liquidated damages, \$10,000 per calendar day. This sum shall be considered as reimbursement, in part, to UMC for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from the successful Bidder or billed to the successful Bidder directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

**II – SPECIAL CONDITIONS**  
**BID NO. 2011-12**  
**Laundry Management and Distribution Services**

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 (**Attachment 4**).
- B. Completed "Disclosure of Relationship" form (**Attachment 5**).
- C. A copy of current Clark County Business License, if applicable.
- D. Completed UMC Policy # I-66 (**Attachment 7**) - Provider shall ensure that its staff and equipment utilized at UMC, if any, are at all times in compliance with UMC Policy #I-66.

2. LOCATION AND HOURS

See **Section IV** – Technical Specifications

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

The successful Bidder shall pay all freight charges. The 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. FAILURE TO DELIVER

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

5. DAMAGED OR DEFECTIVE PRODUCTS

The successful Bidder shall replace, at no cost to UMC, damaged or defective products within five (5) calendar days after notice. This shall include freight and any and all other associated costs.

UMC's Associate Administer of Professional and Support Services or designee will, if necessary, identify Damaged or Defective Products for removal from the linen pool and request credit at five (5) times the linen poundage rate charge on the next invoice cycle.

6. 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 UMC.
- B. Should the successful Bidder(s) product be found unacceptable due to performance, the successful Bidder shall have the option to substitute linen of equal or better quality at the same unit price as submitted on the Bid Form. In the event an acceptable linen cannot be provided, it is understood that UMC 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.

7. SUPPLIER'S STOCK

The 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.

8. TRAINING

Training, in the form of orientation, shall be provided to UMC's personnel by a qualified factory representative or the successful Bidder's personnel, in the proper operation techniques, including care and maintenance of the products. Linen usage awareness training shall be offered to the University Medical Center Staff, at the successful Bidder's expense on an on going basis.

Successful training results will be measured by a progressive reduction in the quarterly Inventory of lost linen expense and successive months of declining laundry expense. Displaying of promotional posters or any contractor to staff communication will be only after written approval by the Hospital Administration or designee.

9. EMERGENCY DELIVERIES:

Successful Bidder shall provide UMC with 24 hour-a-day, 7 days-a-week emergency toll-free telephone numbers, at no additional cost to Hospital for such emergency calls. Successful Bidder must respond to emergency telephone calls within one (1) hour of the initiation of such calls, and make any deliveries, as appropriate, within three (3) hours of the initiation of emergency calls. An "Emergency" can be defined as a Hospital or clinic stock-out of any item on the required features list.

10. DELIVERY VEHICLES:

Motor vehicles used for delivery of clean linens will be disinfected on a daily basis, as well as any time soiled linen has been transported in the motor vehicle.

**IV – TECHNICAL SPECIFICATIONS**  
**BID NO. 2011-12**  
**Laundry Management and Distribution Services**

<b>Name of Firm</b>	
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**INTENT:**

These specifications shall be construed as minimum requirements. Should the manufacturer's current published data or specifications exceed these, they shall be considered as minimum and be furnished by the Bidder.

BIDDERS MUST RETURN THE ORIGINAL OR A PHOTOCOPY OF THIS FORM AND MAKE AN ENTRY FOR EACH SPECIFICATION IN THE SPACE PROVIDED OPPOSITE THE SPECIFICATIONS, INDICATING ANY VARIANCES IN THE SPECIFICATION. IF THERE IS NOT ENOUGH SPACE, ATTACH AN ADDITIONAL SHEET OF PAPER.

	Specification	Initial Agree / Disagree (include variances)
SP.1	Successful Bidder shall provide full-service, on-site Laundry Management Program and Distribution Services to UMC. Bidder shall supply all of its own staff, software, materials, and inventory per UMC's Linen Product Specification and maintain an adequate supply of inventory to meet all of UMC's needs.	
SP .2	<p><u>Delivery Requirements</u></p> <p><b>A. Main Hospital Campus Deliveries</b>            All deliveries shall be made available to UMC's dock, located at 1800 W. Charleston Boulevard, Las Vegas, Nevada, seven (7) days a week, three hundred and sixty-five (365) days a year, including holidays. The successful Bidder's staff shall promptly remove the delivery vehicle from UMC's dock area upon completion of the delivery.</p> <p><b>B. Satellite Locations Deliveries</b>            Successful Bidder shall provide delivery service to the following Satellite locations of UMC between the hours of 9:00 am and 2:00 pm including holidays. Successful Bidder is required to make adjustments, as necessary, to maintain site par levels.</p> <p style="text-align: center;"><b>[See next page for Delivery and Pick-Up Schedule]</b></p>	

**UMC Campus and Off-Site Facility Linen Distribution and Pick-Up Schedule**

Facility Name	Delivery Date				
	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Boulder Quick/ Primary Care</b> 5412 Boulder Highway Las Vegas, NV 89121		Clean Linen Delivery	Pick-up Soiled Linen		
<b>Craig Quick / Primary Care</b> 2202 W. Craig Rd. North Las Vegas, NV 89031			Pick-up Soiled Linen	Clean Linen Delivery	
<b>Transplant Services</b> 1120 Shadow Ln Las Vegas, NV 89102	Will Call Only – usually places an order on Wednesday for delivery on Thursday, soiled linen is picked-up after linen delivery.				
<b>Enterprise Quick Care</b> 1760 Wheeler Peak Drive Las Vegas NV 89106			Pick-up Soiled Linen	Clean Linen Delivery	
<b>LIED Outpatient Clinic and Pediatric Outpatient Clinic</b> 1524 Pinto Lane 2 <sup>nd</sup> Floor Las Vegas, NV 89106	Clean Linen Delivery		Pick-up Soiled Linen		Clean Linen Delivery
<b>Nellis Quick / Primary Care</b> 61 North Nellis Las Vegas, NV 89110		Clean Linen Delivery	Pick-up Soiled Linen		Clean Linen Delivery
<b>Peccole Quick / Primary Care</b> 9320 W. Sahara Las Vegas, NV 89121		Clean Linen Delivery	Pick-up Soiled Linen		
<b>Rancho Quick / Primary Care</b> 4231/4233 North Rancho Drive Las Vegas, NV 89102	Clean Linen Delivery		Pick-up Soiled Linen		Clean Linen Delivery
<b>Spring Valley Quick /Primary Care</b> 4180 S. Rainbow Blvd. Ste. 810 Las Vegas NV 89103		Clean Linen Delivery	Pick-up Soiled Linen		
<b>Summerlin Quick / Primary Care</b> 2031 N. Buffalo Dr. Las Vegas NV 89103			Pick-up Soiled Linen	Clean Linen Delivery	
<b>Sunset Quick / Primary Care</b> 525 Mark St. Henderson, NV 89104		Clean Linen Delivery	Pick-up Soiled Linen		Clean Linen Delivery
<b>Total Life Care</b> 2231 West Charleston Blvd. Las Vegas, NV 89102	Clean Linen Delivery		Pick-up Soiled Linen		
<b>Cast Clinic</b> 1000 Shadow Ln (on UMC campus) Las Vegas, NV 89102		Clean Linen Delivery	Pick-up Soiled Linen		
<b>Wellness Center</b> 701 Shadow Ln, 2 <sup>nd</sup> Floor Las Vegas, NV 89102	Will Call Only- Usually orders are placed on Friday for delivery on Monday. Soiled lines are picked-up on Wednesday.				

Specification	Initial Agree / Disagree (include variances)
<p>SP.3 <u>Soiled Linen Pickup Requirements</u>  All Locations: Soiled Linen shall be picked up immediately after delivery of clean linen by successful bidder at UMC's Engineering dock, located at 1800 W. Charleston Blvd., Las Vegas, Nevada.</p>	
<p>SP.4 <u>Invoicing</u></p> <p>A. Invoicing for bid items is to be sent to the location as identified in the purchase order(s). Payment of invoices will be made within ninety (90) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable departments authorized representative.</p> <p>B. Invoicing and payment will be made on the total poundage of clean dry laundry less the cart weight. The cart weight must be clearly marked on each cart. Invoices must include certified weigh slips for each shipment or partial shipment.</p>	
<p>SP.5 <u>Payment Terms</u>  Payments will be made within ninety (90) days for this contract.</p>	
<p>SP.6 <u>Substitutions</u></p> <p>A. Prior to proposing any substitute material, product, or service, Successful Bidder shall satisfy UMC that the substitution is, in fact, equal to that specified, that such material or product will afford comparable ease of operation and service, that the appearance, longevity and that by reason of cost savings or similar demonstrable benefit, the substitution of such will be in the UMC's best interest. Any substitutions will be agreed to in writing and countersigned by the successful Bidder and Hospital Administration or designee.</p> <p>B. All new and/or substitute materials or service proposed as substitutions shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of the specific material or method.</p>	
<p>SP.7 <u>Alterations to the Contract Requirements</u>  Successful Bidder is not authorized to extend the functions, modify or alter the contract without authorization from UMC. Special requests by department, not covered by this contract, must be handled as a separate contract approved by the department and Hospital Administration. Successful Bidder should obtain written authorization or a separate Purchase Order to cover items not included in this contract.</p>	
<p>SP.8 <u>Compliance</u></p> <p>A. The successful Bidder shall be familiar with the requirements of The Joint Commission standards for hospital operations and will provide Laundry Management and Distribution services consistent with these standards.</p> <p>B. The successful Bidder shall provide linens that meet applicable Federal, State and local codes regarding licensing and accreditation, and linens must meet Federal Flammability Standards. Certificates of Compliance will be maintained on-site by the successful Bidder and copies of each supplied to the Contracts Management representative, per UMC policy.</p> <p>C. Soiled linen is considered infectious according to the Center for Disease Control (CDC) and the Environmental Protection Agency (EPA) guidelines. The successful Bidder shall handle all soiled linens as infectious and in accordance with the standards of the CDC, EPA and local municipalities.</p> <p>D. Successful Bidder shall hold Accreditation Standards for Processing Reusable Textiles for Use in Healthcare Facilities by the Healthcare Laundry Accreditation Council or equivalent.</p>	

Specification		Initial Agree / Disagree (include variances)
<p>SP.9 <u>Weighing of Linen</u>            Invoicing and payment will be made on the poundage of clean dry laundry less the cart weight. The cart weight must be clearly marked on each cart and on the invoice. All clean linen delivered to UMC must be weighed when loaded at successful Bidder's facility, unless a scale is installed at UMC's facility during the term of this contract at successful Bidder's cost. At such time, clean linen will also be weighed upon arrival at UMC's facility. Successful Bidder will maintain a log of all weights by time and date for the duration of this contract. A copy of this report will accompany each invoice cycle.</p>		
<p>SP.10 <u>Linen Carts</u>            A. The successful Bidder shall provide UMC with linen carts and liners at no additional cost to UMC.            B. Carts used for soiled linen pickups shall not be used for the delivery of clean dry linen unless the carts are cleaned to local health standards after each use. All linen carts shall be disinfected.            C. Any instruments or other property belonging to UMC found in dirty linen carts shall be promptly returned to UMC.</p>		
<p>SP.11 <u>Staffing Requirements</u>            The successful Bidder shall provide the services of an Account Executive to coordinate and supervise the activities of the laundry management service. The Account Executive shall promptly respond and work diligently to resolve problems associated with any aspect of the laundry management and distribution services. UMC may require successful Bidder to withdraw an Account Executive whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with UMC, whose conduct may have a detrimental effect on patients, or who does not adhere to existing rules and regulations of UMC. Successful Bidder shall provide distribution staff to fully support the requirements of the contract.</p> <p>The successful Bidder will provide an on-site Linen Management. This individual will report to the Associate Administrator of Professional and Support Services or designee. Attendance at the monthly Linen Committee meeting and participation in the Patient Wound and Skin Management Team shall be required for the Linen Manager, when such meeting is held. Periodic training of hospital staff and contractors on proper linen usage, will identify cost saving measures through best linen management practices and hospital policy. The training sessions may be conducted quarterly and to include all interested personnel.</p>		

Specification	Initial Agree / Disagree (include variances)
<p>SP.12 <u>Distribution/Linen Room Staffing Requirements</u></p> <p>A. Staffing, to include the number of employees and shifts scheduled, will be determined by the successful Bidder prior to the contract start date. At UMC's request, successful Bidder may be asked to provide coverage on a twenty-four (24) hour per day, seven (7) days a week basis. The responsibility for maintaining adequate on-site staff to maintain a sustainable level of operational capability and quality of service will be with the successful Bidder.</p> <p>B. UMC may require successful Bidder to withdraw any employee whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with UMC, whose conduct may have a detrimental effect on patients, or who does not adhere to existing rules and regulations of UMC.</p> <p>C. The successful Bidder's employees shall distribute clean linen to all areas.</p> <p>D. The successful Bidder's employees shall respond to all requests for linens.</p> <p>E. The successful Bidder's employees shall be responsible for the daily data entry of linen usage into the Linen Inventory Management Software System.</p> <p>F. The successful Bidder must provide a telephone number and name of a supervisor for after hour emergencies and provide a pager or cellular phone for employees.</p> <p>G. All on-site and primary contact employees of the successful Bidder will be fluent in English and capable of responding to verbal and written communications from hospital staff.</p> <p>H. The successful Bidder's employees shall provide results of two-step TB Skin Testing annually.</p> <p>I. The successful Bidder's employees shall demonstrate exposure to or vaccination against Rubella, Rubeola and Varicella.</p> <p>J. The successful Bidder's employees shall attend UMC's orientation class for non-UMC employees prior to beginning work on UMC's premises, review orientation materials and the written regulations which will govern successful Bidder's staff while on UMC's premises.</p> <p>K. Distribution Staff training will be the responsibility of the successful Bidder.</p> <p>L. Successful Bidder will supply all vehicles and transportation to complete distribution services.</p> <p>M. Successful Bidder shall adhere to UMC Policy I-66 (<b>Attachment 7</b>).</p>	
<p>SP.13 <u>Linen Inventory Management Software System</u></p> <p>A. The successful Bidder shall provide a linen inventory management software system to monitor, track and provide reporting on UMC's linen system at no cost to UMC.</p> <p>B. The successful Bidder shall be responsible for the daily data entry of linen usage.</p>	
<p>SP.14 <u>Reporting Requirements</u></p> <p>A. The successful Bidder shall provide a monthly analysis and reporting of product utilization by cost center, no later than fifteen (15) business days following the end of the prior month which shall include</p> <ol style="list-style-type: none"> <li>i. Total usage in pounds and by items/units</li> <li>ii. Total Cost</li> <li>iii. Pounds per adjusted patient day.</li> <li>iv. Cost per patient</li> </ol> <p>B. Previous month's cost per patient day</p> <p>C. Year-to-date cost per patient day</p> <p>D. Pounds per adjusted patient day (utilizing census information supplied by UMC no later than ten business days following the end of the prior month).</p> <p>E. Patient usage converted to pounds</p> <p>F. Patient usage by item</p> <p>G. Total pounds of laundry delivered per location, including satellite locations and hospital units.</p> <p>H. Par levels of all units and locations</p> <p>I. Product cost comparisons / fair market value</p> <p>J. Annual linen cost reductions</p> <p>K. Cost savings initiatives</p> <p>L. Other reports as requested</p>	

Specification	Initial Agree / Disagree (include variances)
<p>SP.15 <u>Vendors Stock</u>  The successful Bidder shall maintain eight (8) days of linen par levels for each type of linen specified in this Invitation to Bid. UMC's par levels are included in <b>Exhibit A</b>. The quantities appearing in the Bid form are approximate only and are prepared for the solicitation. Payment to the 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.</p>	
<p>SP.16 <u>Credit for Unusable Items</u>  UMC shall return for credit and replacement any items deemed to be unfit for use. Examples of which, are items with tears, stains, frayed, worn or excessively thin, patient gowns without ties, etc. These items shall be placed in specially designated carts and weighed by the successful Bidder's employees prior to leaving UMC's facility. A credit shall be made to the next month's billing for the unusable linen poundage.</p>	
<p>SP.17 <u>Inventory Adjustment</u>  Bid price per pound should not include built in loss linen charges, or be covered by the per pound fee. Annually, successful Bidder may invoice UMC for inventory loss based on the Annual Averaged Soiled / Clean Ratio (Soiled pounds returned divided by clean pounds shipped). Target value is 1.05. If the Annual Averaged Soiled / Clean Ratio is less than 1.05, successful Bidder may invoice UMC as follows:</p> <p style="padding-left: 40px;">Bidders Inventory Adjustment (price per pound)  Times (x)  Annual Total Clean Pounds Delivered  Times (x)  Percent (%) of Annual Averaged Soiled / Clean Ratio less than 1.05.  Example - Annual Averaged Ratio of 1.03: (\$ .25 per lb x 3,100,000 x .02 = \$15,500)</p> <p>Annual Inventory Adjustment will be capped at \$20,000 annually.</p>	
<p>SP.18 <u>Samples/Product Test</u>  Samples and/or test models may be requested of the apparent low Bidder. The performance, characteristics and material of the model submitted for inspection and testing shall be considered a representative model of the linen proposed and intended for delivery. Linens tested and found not capable of meeting the minimum requirements of the specifications will not be considered for award of this bid.</p>	
<p>SP.19 <u>Bidder's Representation</u>  Successful Bidder acknowledges he/she has participated in the mandatory pre-bid meeting and site tour; and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Successful Bidder accepts the premises in its present physical condition, and agrees to make no demands upon UMC for any improvements or alterations thereto.</p> <p>Successful Bidder recognizes that during the course of this agreement, interfacing activities may be conducted by hospital work forces and other contracted parties that may hinder their work. These activities may include but not be limited to, special events, landscape refurbishment, construction and/or storm-related operations. The Successful Bidder may be required to modify or curtail certain of his operations during these periods and shall promptly comply with any request by Hospital Administration or designee.</p>	

Specification	Initial Agree / Disagree (include variances)																				
<p>SP.20 <u>Damages by Successful Bidder</u> All damages to existing facilities caused by the successful Bidder or his employees or agents shall be repaired or replaced at the Successful Bidder's expense. All damages caused by the Successful Bidder's action or inaction shall also be the Successful Bidder's responsibility.</p>																					
<p>SP.21 <u>Non-Interference</u> Successful Bidder shall not interfere with the public use of the premises and shall conduct his operations so as to offer the least possible and inconvenience to the public or disruption to the peace and quite of the area within which the services are performed.</p>																					
<p>SP.22 <u>References:</u> Bidders must submit a list of three (3) current customers as references. Included in this list shall be the following: Company Name, Contact Name, Contact Phone Number, Contact Email and the length services have been provided to Company.</p>																					
<p>SP.23 <u>Quality Assurance Program</u> Successful Bidder will maintain a quality assurance program to provide that linen and garments supplied to UMC are processed in accordance with successful Bidder's established policies and procedures. The program shall effectively identify stained and torn linen and to arrange for its removal for appropriate handling. Successful Bidder shall establish practical standards for mending, stain removal, and down-grading of linens and garments throughout the term of the contract.</p> <p>The program should consist of, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>A. Periodic laboratory test-piece analysis to determine tensile strength loss and whiteness retention of linens.</li> <li>B. Testing of wash formulas to ensure hygienic cleaning, with regular monitoring to assure that wash solution have correct pH.</li> <li>C. Treatment of stained linens with special formulas for stain removal.</li> <li>D. Routine evaluation of water hardness levels and adjustment of wash formulas to maximize wash formula effectiveness.</li> <li>E. Periodic surveying of linen user areas within UMC's facility to ascertain satisfaction levels pertaining to quality and service.</li> <li>F. Implement procedures to correct areas found to be deficient.</li> <li>G. Cart sanitizing daily.</li> </ul>																					
<p>SP.24 <u>Performance Guarantee</u> <b>Fill Rate Performance Matrix:</b> Standard aggregate monthly fill rate determined to be 97%. An initial grace period of three (3) months will be allowed for Par Level adjustment. After this period, an incremental increasing credit of 1% of the total invoice will be allowed for any month in which the aggregate fill rate falls below 97%. Shortages due to unforeseen UMC emergencies at the final distribution points are the responsibility of the UMC.</p> <p><b>Example:</b></p> <table border="1" data-bbox="233 1581 943 1728"> <thead> <tr> <th>Monthly invoice</th> <th>Fill Rate</th> <th>Credit</th> <th>Invoice credit</th> </tr> </thead> <tbody> <tr> <td>\$100,000</td> <td>97% +</td> <td>-0-</td> <td>-0-</td> </tr> <tr> <td>\$100,000</td> <td>96%</td> <td>1%</td> <td>\$1,000.00</td> </tr> <tr> <td>\$100,000</td> <td>95%</td> <td>1%+1%</td> <td>\$2,000.00</td> </tr> <tr> <td>\$100,000</td> <td>94%</td> <td>1%+1%+1%</td> <td>\$3,000.00</td> </tr> </tbody> </table>	Monthly invoice	Fill Rate	Credit	Invoice credit	\$100,000	97% +	-0-	-0-	\$100,000	96%	1%	\$1,000.00	\$100,000	95%	1%+1%	\$2,000.00	\$100,000	94%	1%+1%+1%	\$3,000.00	
Monthly invoice	Fill Rate	Credit	Invoice credit																		
\$100,000	97% +	-0-	-0-																		
\$100,000	96%	1%	\$1,000.00																		
\$100,000	95%	1%+1%	\$2,000.00																		
\$100,000	94%	1%+1%+1%	\$3,000.00																		

**STANDARD ITEMS LIST**

The following Textile items shall be considered “Standard Items” covered by the cost per pound bid. Should UMC determine to utilize textile products not identified in the Standard Items listed below, Bidder will provide an Addendum identifying the surcharge cost for the “Non Standard” textile item. Non-Standard items shall not be added into the laundry system without a fully executed Addendum in place.

Item No.	Mfg. Item # (Medline)	Item Description	Attachment 1 Color	Attachment 2Size
1	MDT218561	Bed sheets, knitted, fitted, 50/50 blend Cotton/Polyester, Bleached	White	To fit either: 35" x 75" or 35" x 84"
2	MDT218561	Bed sheets, knitted, fitted, 50/50 blend Cotton/Polyester, Bleached	Dyed Blue or Pink	To fit either: 35" x 75" or 35" x 84"
3	MDT219065	Bed sheet, flat, 50/50 blend, Cotton/Polyester, Bleached, T180, percale	White	66" x 115"
4	MDT219065blue	Bed sheet, flat, 100% cotton, Bleached, T180, percale	Blue	66" x 115"
5	MDT2219062	Draw sheet, Cotton/Polyester, 50/50 blend, Bleached, T180, percale	White	54" x 72" ,180 thread count
6	MDT219069	Pillow cases, Cotton/Polyester, 50/50 blend, Bleached, T180, percale	White	42" x 34"
7	MDT219069blue	Pillow cases, 100% Cotton, Bleached, T180, percale	Blue	42" x 34"
8	MDT217272 R	Bath Towel, Unbleached, 85/15 blend, Cotton/Polyester, 6.0 lb./dz.	White	22" x 44"
9	MDT217292R	Wash Cloths, 752lb./dz. 85/15 blend, Cotton/Polyester	White	12" x12"
10	MDT218255WHI	Thermal Blanket, 100% cotton, 3.0lb./ea.	White	72" x 96"
11	MDT218255	Thermal Blanket, 100% cotton, 3.0lb./ea.	Multi colored	72" x 96"
12	MDT218230SL	Bath Blanket, 82/18, Cotton/Polyester, 1.75/lb./ea.	White	70" x 90"
13	MDT217079	Surgical towel, 100% cotton, low lint	TBD	18" x 31"
<b>Patient Care</b>				
14	MDT011099	Patient gowns, overlapping back with tape ties at neck and mid-back, 55/45 cotton / poly blend. 66" sweep, 49" length, 7.0 " sleeve, 4.1oz. per sq. yd.		
15	MDT011207	Isolation Gown, fluid resistant, ties at back and neck,	Yellow	Large
16	MDT011047	Telemetry gown, snap, IV sleeve, 55/45 cotton poly, 4.1 oz./sq. yd., 7.0 sleeve, 66" sweep, 49" length		
17	MDT011299XXXZ	Obesity-Tent gown, telemetry pockets, IV sleeve, 107" sweep, 49" length.		
18	MDT011269	Youth-teen Gown		
19	MDT011491	Mother's Gown, swirls on blue		
20	MDT011089L	Adult PJ pant 55/45 cotton/ poly, draw string, 4.1 oz. per sq. yd.		XL, 2XL
<b>Pediatrics</b>				
21	MDT011289S,M,L	Pediatric Gown, Snap, IV sleeve, 100% poly	TBD	Small, Med. Large
22	MDT011285S,M,L	Pediatric pants, 100% poly	TBD	Small, Med. Large
23	MDT211461	Receiving-Baby Blanket, 100% cotton, .43lb/ea.	Pink & Blue stripes	36" x 36"
24	MDT2112702	Baby Snap T-shirts, mitten cuffs		
<b>Scrub Wear</b>				
25	510PT	Scrub Shirt, uni-sex, reversible, 50/50 cotton /poly, T180, back collar bands colored coded. Scrub colors (OR – Misty) (L & D – Teal)	Std. TBD	SM, Med, LG, XL, 2XL, 3XL, 4XL, 5XL
26	500PT	Scrub Pants, uni-sex, reversible, 50/50 cotton /poly, T180, colored coded draw string Scrub colors (OR – Misty) (L & D – Teal)	Std. TBD	SM, Med, LG, XL, 2XL, 3XL, 4XL, 5XL
27		Scrub Shirt, uni-sex, reversible, 100% cotton /poly, T180, back collar bands colored coded. Scrub colors (OR – Misty)		
28		Scrub Pants, uni-sex, reversible, 100% cotton /poly, T180, colored coded draw string Scrub colors (OR – Misty)		

Item No.	Mfg. Item # (Medline)	Item Description	Attachment 3Color	Attachment 4Size
		<b>Kitchen Linens</b>		
29		Apron, Bib, 100% cotton	White	
30		Apron strings	White	
31		Dish towels, 100% Cotton, low lint, bleached	White	24' x 36"
		<b>Miscellaneous</b>		
32	MDT2BARMOP	Bar Mops, ribbed 16 " x 19", 28 oz.	White	
33		Rags (disposable OR towels)		

Should UMC require textile products not listed on under "Standard Items", the successful Bidder shall provide an industry cost comparison to UMC to validate additional cost. A written amendment shall be generated and signed by both parties to identify the new product and product cost before products are placed in service.

**V – BID FORM**  
**BID NO. 2011-12**  
**Laundry Management and Distribution Services**

<b>Name of Firm</b>	
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This bid is submitted in response to UMC's Invitation to Bid and is in accordance with all conditions and specifications in this document.

**Linen**

Description	Estimated Annual Quantity		Bidder's Linen Price Per Pound		Linen Total Estimated Annual Amount
Linen Rental & Laundry Management	3,100,000 lbs.	X	\$	=	<b>A. \$</b>

**Inventory Adjustment**

Annual Inventory Adjustment (lbs)		Bidder's Inventory Adjustment (Price Per Pound)		Inventory Adjustment Total Estimated Annual Amount
31,000 lbs **	X	\$	=	<b>C. \$</b>

\*\* (Used only for evaluation purposes only. This example is based on hypothetical Annual Soiled / Clean Ratio of 1.04. See Inventory Adjustment section.) As noted in the Inventory Adjustment Section, there is a \$20,000 annual limit to this charge.

**Distribution Staffing**

Distribution & Staffing Of Linen Room	Total Monthly Price				Distribution Staffing Total Annual Amount
<b>Total Staffing Costs</b> (includes wages, taxes, benefits, payroll processing, retirement plans, vehicles, vehicles costs, etc.)	\$	X	12 months	=	<b>B. \$</b>
Total Proposed Number of Staff to staff the account					
Job Title of each proposed staff member					

<b>A. Linen (Total Estimated Annual Amount)</b>		\$	
<b>B. Distribution Staff (Total Annual Amount)</b>	Plus	\$	
<b>C. Inventory Adjustment (Total Estimated Annual Amount)</b>	Plus	\$	
<b>Total Annual Bid Amount</b>		\$	

## ATTACHMENTS TO BID FORM

**\*\*\* References** – Bidders must submit a list of three (3) current customers as references. Included in this list shall be the following: Company Name, Contact Name, Contact Phone Number, Contact Email and the length services have been provided to Company.

**Attachment 6**, Subcontractor Information, is attached.

Copies of the Technical Specification pages showing initials of the Bidder on conformance to or variations from the specifications are attached.

The Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum:

Addendum No. _____, dated _____			
Addendum No. _____, dated _____			
Addendum No. _____, dated _____			

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
<b>BUSINESS LICENSE INFORMATION</b>	
<b>CURRENT STATE:</b> <b>LICENSE NO.</b>	<b>ISSUE DATE:</b> <b>EXPIRATION DATE:</b>
<b>CURRENT COUNTY:</b> <b>LICENSE NO.</b>	<b>ISSUE DATE:</b> <b>EXPIRATION DATE:</b>
<b>CURRENT CITY:</b> <b>LICENSE NO.</b>	<b>ISSUE DATE:</b> <b>EXPIRATION DATE:</b>

**Attachment 1**

**Par Levels**

**[ See Excel Spreadsheet ]**

**Attachment 2**  
**CUSTOMER'S INSURANCE REQUIREMENTS**

**TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, BIDDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL.**

Format/Time: The successful Bidder shall provide UMC with Certificates of Insurance, per the sample format (page 2-1), for coverages as listed below, and endorsements affecting coverage required by this bid within **10 calendar days** after the award by UMC. 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.

Best Key Rating: UMC 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.

UMC Coverage: UMC, its officers and employees must be expressly covered as additional insureds except on workers' compensation insurance coverages. The Provider's insurance shall be primary as respects to UMC, its officers and employees.

Endorsement/Cancellation: The Provider's general liability insurance policy shall be endorsed to recognize specifically the Provider's contractual obligation of additional insured to UMC. All policies must note that UMC 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.

Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.

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.

Commercial General Liability: Subject to Paragraph 6 of this Exhibit, the Provider 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.

Automobile Liability: Subject to Paragraph 6 of this Exhibit, the Provider 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 Provider and any auto used for the performance of services under this Contract.

Workers' Compensation: The Provider 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 Provider that is a Sole Proprietor shall be required to submit an affidavit (**Attachment 3**) indicating that the Provider has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

Failure To Maintain Coverage: If the Provider fails to maintain any of the insurance coverages required herein, UMC may withhold payment, order the Provider to stop the work, declare the Provider in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. UMC may collect any replacement insurance costs or premium payments made from the Provider or deduct the amount paid from any sums due the Provider under this Contract.

Additional Insurance: The Provider is encouraged to purchase any such additional insurance as it deems necessary.

Damages: The Provider is required to remedy all injuries to persons and damage or loss to any property of UMC, caused in whole or in part by the Provider, their subcontractors or anyone employed, directed or supervised by Provider.

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

Insurance Submittal Address: All Insurance Certificates requested shall be sent to the University Medical Center of Southern Nevada, Attention: Contracts Management. See the Submittal Requirements clause in the General Provisions section for the appropriate mailing address.

Insurance Form Instructions: The following information must be filled in by the Provider's Insurance Company representative:

- 1) Insurance Broker's name, complete address, phone and fax numbers.
- 2) Provider'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) General Aggregate (\$2,000,000)
  - (E) Products-Completed Operations Aggregate (\$2,000,000)
  - (F) Personal & Advertising Injury (\$1,000,000)
  - (G) Each Occurrence (\$1,000,000)
  - (H) Fire Damage (\$50,000)
  - ( I ) Medical Expenses (\$5,000)
- 5) Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
- 6) Workers' Compensation
- 7) Description: Bid Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
- 8) Certificate Holder:

University Medical Center of Southern Nevada  
c/o Contracts Management  
1800 West Charleston Boulevard  
Las Vegas, Nevada 89102

**THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.**
- 9) Appointed Agent Signature to include license number and issuing state.

# CERTIFICATE OF INSURANCE

ISSUED DAY (MM/DD/YY)

## 1. PRODUCER

 INSURANCE BROKER'S NAME  
 ADDRESS  
 PHONE & FAX NUMBERS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES AFFORDING COVERAGE

 COMPANY LETTER **A**

 COMPANY LETTER **B**

 COMPANY LETTER **C**

 COMPANY LETTER **D**

 COMPANY LETTER **E**

## 2. INSURED

 INSURED'S NAME  
 ADDRESS  
 PHONE & FAX NUMBERS

## COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
3.	<b>GENERAL LIABILITY</b>	(A)	(B)	(C)	GENERAL AGGREGATE \$(D) 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$(E) 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY \$(F) 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$(G) 1,000,000
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire) \$(H) 50,000
	<input type="checkbox"/> INDEPENDENT CONTRACTOR				MED. EXPENSE (Any one person) \$(I) 5,000
	<input type="checkbox"/>				
4.	<b>AUTOMOBILE LIABILITY</b>	(J)	(K)	(L)	COMBINED SINGLE LIMIT \$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
<input type="checkbox"/> GARAGE LIABILITY					
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
5.	<b>WORKER'S COMPENSATION</b>				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
	<b>PROFESSIONAL LIABILITY</b>				AGGREGATE \$

## 6. DESCRIPTION OF CONTRACT: NUMBER AND NAME OF CONTRACT

### 7. CERTIFICATE HOLDER

 UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
 1800 WEST CHARLESTON BOULEVARD  
 LAS VEGAS, NV 89102  
 The Certificate Holder is named as an additional insured.

### CANCELLATION

 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

### 8. APPOINTED AGENT SIGNATURE

 INSURER LICENSE NUMBER \_\_\_\_\_  
 ISSUED BY STATE OF \_\_\_\_\_

ATTACHMENT 3

**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:

I am a Sole Proprietor;

I will not use the services of any employees in the performance of this contract, identified as Bid No. 2011-12, entitled Laundry Management and Distribution Services;

I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and

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 \_\_\_\_\_, \_\_\_\_\_,

by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
Notary Signature

STAMP AND SEAL

## ATTACHMENT 4

### INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

#### Purpose of the Form

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

#### General Instructions

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

#### Detailed Instructions

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

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

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

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

**Minority Owned Business Enterprise (MBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

**Women Owned Business Enterprise (WBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

**Physically-Challenged Business Enterprise (PBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

**Small Business Enterprise (SBE):**

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

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

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

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

**Number of Clark County Nevada Residents employed by this firm.**

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

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

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

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

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

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

**Signature and Print Name** – Requires signature of an authorized representative and the date signed.

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<b>Business Entity Type</b>						
<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
<b>Business Designation Group</b>						
<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			
<b>Corporate/Business Entity Name:</b>						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>			<b>Website:</b>			
<b>City, State and Zip Code:</b>			<b>POC Name and Email:</b>			
<b>Telephone No:</b>			<b>Fax No:</b>			
<b>Local Street Address:</b>			<b>Website:</b>			
<b>City, State and Zip Code:</b>			<b>Local Fax No:</b>			
<b>Local Telephone No:</b>			<b>Local POC Name Email:</b>			
<b>Number of Clark County Nevada Residents Employed:</b>						

**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 <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
_____	_____	_____
_____	_____	_____
_____	_____	_____

***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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

## ATTACHMENT 5

### INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF RELATIONSHIP (Suppliers)

#### Purpose of the Form

The purpose of the Disclosure of Relationship Form is to gather information pertaining to the business entity for use by the Board of Hospital Trustees and Hospital Administration in determining whether a conflict of interest exists prior to awarding a contract.

#### 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 UMC. Failure to submit the requested information may result in a refusal by the UMC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

#### Detailed Instructions

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

**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.

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.

#### **Definition**

An actual or potential conflict of interest is present when an actual or potential conflict exists between an individual's duty to act in the best interests of UMC and the patients we serve and his or her desire to act in a way that will benefit only him or herself or another third party. Although it is impossible to list every circumstance giving rise to a conflict of interest, the following will serve as a guide to the types of activities that might cause conflict of interest and to which this policy applies.

#### Key Definitions

**“Material financial interest”** means

- An employment, consulting, royalty, licensing, equipment or space lease, services arrangement or other financial relationship
- An ownership interest
- An interest that contributes more than 5% to a member's annual income or the annual income of a family member
- A position as a director, trustee, managing partner, officer or key employee, whether paid or unpaid

**“Family member”** means a spouse or domestic partner, children and their spouses, grandchildren and their spouses, parents and their spouses, grandparents and their spouses, brothers and sisters and their spouses, nieces and nephews and their spouses, parents-in-law and their spouses. Children include natural and adopted children. Spouses include domestic partners.

**“Personal interests”** mean those interests that arise out of a member's personal activities or the activities of a family member.

**DISCLOSURE OF RELATIONSHIP  
(Suppliers)**

<b>Corporate/Business Entity Name:</b>	
<b>(Include d.b.a., if applicable)</b>	
<b>Street Address:</b>	
<b>City, State and Zip Code:</b>	
<b>Telephone No:</b>	
<b>Point of Contact Name:</b>	
<b>Email:</b>	

1. **COMPENSATION ARRANGEMENTS** - Does a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) have an employment, consulting or other financial arrangement (including, without limitation, an office or space lease, royalty or licensing agreement, or sponsored research agreement) with the company?

Yes     No    (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Describe the Compensation Arrangement	Dollar Value of Compensation
1.			
2.			
3.			

*(Use additional sheets as necessary)*

2. **BUSINESS POSITIONS** - Is a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) an officer, director, trustee, managing partner, officer or key employee of the company?

Yes     No    (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Business Position or Title	Dollar Value of Compensation (include meeting stipends and travel reimbursement)
1.			
2.			
3.			

*(Use additional sheets as necessary)*

---

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**For UMC Use Only:**

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

Yes     No    Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in the contracting/selection process?

Yes     No    Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

ATTACHMENT 6

**SUBCONTRACTOR INFORMATION**

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

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 7**

**(TO BE COMPLETED BY SUCCESSFUL BIDDER. FORM MUST BE SUBMITTED WITHIN 24 HOURS AFTER REQUEST IS MADE BY UMC DESIGNATED CONTACT)**

<b>SUBJECT:</b> Contracted Non Employees / Allied Health Non Credentialed / Dependent Allied Health / Temporary Staff / Third Party Equipment	
<b>EFFECTIVE:</b> 9/96	<b>REVISED:</b> 6/11; 1/08; 4/07; 10/01; 6/99
<b>POLICY #:</b> I-66	
<b>AFFECTS:</b> Organization wide	

**PURPOSE:**

To assure that contractual agreements for the provision of services are consistent with the level of care defined by Hospital policy; and, to ensure the priority utilization of contracted services, staffing and equipment.

**POLICY:**

1. All entities providing UMC with personnel for temporary staffing and Allied Health Providers must have a written contract that contains the terms and conditions required by this policy. Dependent Allied providers working with credentialed physicians without a contract must also abide by the policy.
2. All Credentialed Physicians, Physician Assistants, Nurse Practitioners and other credentialed Allied Health personnel will abide by the policies and procedures as set by the Medical Staff Bylaws.
3. All equipment provided and used by outside entities must meet the safety requirements required by this policy.
4. Contract(s) will be developed collaboratively by the department(s) directly impacted, the service agency and the hospital Contracts Management Department.
5. Contract(s) directly related to patient care must be reviewed and evaluated by the Medical Executive Committee to ensure clinical competency.
6. Contract(s) must be approved by the Chief Executive Officer or applicable board prior to the commencement of services.

**TEMPORARY STAFFING:**

**Contractual Requirements**

Contractor must meet and adhere to all qualifications and standards established by Hospital policies and procedures; The Joint Commission; and, all applicable regulatory and/or credentialing entities specific to services included in contract.

In the event a contractor contracts with an individual who is certified under the aegis of the Medical and Dental Staff Bylaws or Allied Health, the contract must provide contracted individuals applicable education, training, and licensure be appropriate for the assigned responsibilities. The contracted individual must fulfill orientation requirements consistent with other non-employee staff members.

Records concerning the contracted individual shall be maintained by Hospital's Department of Human Resources (HR) and the clinical department directly impacted by the services provided. HR will provide Employee Health and Employee Education information with an on going list of these individuals and the department in which they work.

**Laboratory Services**

All reference and contracted laboratory services must meet the applicable federal regulations for clinical laboratories and maintain evidence of the same.

**Healthcare Providers**

In the event a service agency employs or contracts with an individual who is subject to the Medical and Dental Staff Bylaws, or the Allied Health Providers Manual, the contract must provide individual's applicable education, training, and licensure appropriate for his or her assigned responsibilities. The assigned individual must have an appropriate National Provider Identifier (NPI).

**Clinical Care Services**

Contractor may employ such Allied Health providers as it determines necessary to perform its obligations under the contract. For each such Allied Health provider, contractor shall be responsible for furnishing Hospital with evidence of the following:

1. Written job description that indicates:
  - a. Required education and training consistent with applicable legal and regulatory requirements and Hospital policy.

- b. Required licensure, certification, or registration as applicable.
  - c. Required knowledge and/or experience appropriate to perform the defined scope of practice, services, and responsibilities.
2. Completed pre-employment drug screen and background check consistent with UMC's contracted background check protocol. Testing should include HHS Office of Inspector General (OIG), Excluded party list system (EPLS), sanction checks and criminal background. If a felony conviction exists, UMC's HR department will review and approve or deny the Allied Health Practitioner's access to UMC Campus. UMC will be given authorization to verify results online by contractor.
  3. Physical examination or certification from a licensed physician stating good health.
  4. Current (within the last 12 months) negative TB skin test or blood test, or for past positive individual's a sign and symptom review and Chest X-ray if any documented positive signs and symptoms.
  5. For individuals exposed to Blood and body fluids; Hepatitis B series, a titer showing immunity or a signed declination statement if vaccine refused. UMC will provide form for declination as needed.
  6. A history of chicken pox, a titer showing immunity, or proof of 2 varivax vaccinations.
  7. Measles, mumps and rubella titers showing immunity, or proof of 2 MMR vaccines
  8. Current Influenza and Tdap vaccine. Influenza vaccine required between October 1st and March 31<sup>st</sup>.
  9. Any staff with a medical reason for refusing a vaccination must sign declination.
  10. Ensure these records are maintained and kept current at the agency and be made available upon request. Contractor will provide authorization to University Medical Center to audit these files upon request.
  11. Measles/Mumps/Rubella Immunizations or adequate titers. Chicken Pox status must be established by either a history of chicken pox, a serology showing positive antibodies or proof of varivax and other required testing. Ensure these records are maintained and kept current at the agency and be made available upon request. Contractor will provide UMC authorization to audit these files upon request.
  12. The contractor will complete a competency assessment of the individual (1) upon hire, (2) at the time initial service is provided, (3) when there is a change in either job performance or job requirements, and (4) on an annual basis.
    - a. Competency assessments of allied health providers must clearly establish that the individual meets all qualifications and standards established by Hospital policies and procedures, The Joint Commission, and all other applicable regulatory and/or credentialing entities with specific application to the service provided.
    - b. Competency assessments of allied health providers must clearly address the ages of the patients served by the individual and the degree of success the individual achieves in producing the results expected from clinical interventions.
    - c. Competency assessments must include an objective, measurable system, and be used periodically to evaluate job performance, current competencies, and skills.
    - d. Competency assessments must be performed annually, allow for Hospital input and be submitted to Hospital's Department of HR.
    - e. The competency assessment will include a competency checklist for each allied health provider position, which at a minimum addresses the individual's:
      - i. Knowledge and ability required to perform the written job description;
      - ii. Ability to effectively and safely use equipment;
      - iii. Knowledge of infection control procedures;
      - iv. Knowledge of patient age-specific needs;
      - v. Knowledge of safety procedures; and
      - vi. Knowledge of emergency procedures.
  13. Contractor has conducted an orientation process to familiarize allied health providers with their jobs and with their work environment before beginning patient care or other activities at UMC inclusive of safety and infection control. The orientation process must also assess each individual's ability to fulfill the specific job responsibilities set forth in the written job description.
  14. Contractor periodically reviews the individual's abilities to carry out job responsibilities, especially when introducing new procedures, techniques, technology, and/or equipment.
  15. Contractor has developed and furnishes ongoing in-service and other education and training programs appropriate to patient age groups served by Hospital and defined within the scope of services.
  16. Contractor submits to Hospital for annual review:
    - a. The level of competence of the contractor's allied health providers that meets UMC standards; and

- b. The patterns and trends relating to the contractor's use of allied health providers.
17. Contractor ensures that each allied health provider has acquired an identification badge from Hospital's Department of Human Resources before commencing services at Hospital's facilities; and, ensures badge is returned to HR upon termination of service.
  18. Contract requires the contractor, upon Hospital's request, to discontinue the employment at Hospital's facilities of an allied health provider whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with Hospital staff, whose conduct may have a detrimental effect on patients, or who fails to adhere to Hospital's existing policies and procedures. The supervising department will complete an exit review form and submit to HR for individual's personnel file.

**Non Clinical Short Term Temporary Personnel**

Non clinical short term personnel on site for construction, remodeling or new project implementation purposes will abide by Hospital's I-179 Vendor Roles and Responsibilities and/or Engineering Department processes. This process is applicable to anyone that is on property ninety (90) days or less.

**EQUIPMENT:**

In the event Hospital contracts for equipment services, documentation of a current, accurate and separate inventory equipment list must be provided to HR to be included in Hospital's medical equipment management program.

1. All equipment brought into UMC is required to meet the following criteria:
  - a. Electrical safety check which meets the requirements of Hospital's Clinical Engineering Department.
  - b. Established schedule for ongoing monitoring and evaluation of equipment submitted to Hospital's Clinical Engineering Department.
  - c. Monitoring and evaluation will include:
    - i. Preventive maintenance;
    - ii. Identification and recordation of equipment management problems;
    - iii. Identification and recordation of equipment failures; and
    - iv. Identification and recordation of user errors and abuse.
  - d. Results of monitoring and evaluation shall be recorded as performed and submitted to Hospital's Department of Clinical Engineering.
2. Documentation on each contractor providing medical equipment to assure users of equipment is able to demonstrate or describe:
  - a. Capabilities, limitations, and special applications of the equipment;
  - b. Operating and safety procedures for equipment use;
  - c. Emergency procedures in the event of equipment failure; and
  - d. Processes for reporting equipment management problems, failures and user errors.
3. Documentation on each contractor providing medical equipment to assure technicians maintaining and/or repairing the equipment can demonstrate or describe:
  - a. Knowledge and skills necessary to perform maintenance responsibilities; and
  - b. Processes for reporting equipment management problems, failures and user errors.

**MONITORING:**

The contractor will provide reports of performance improvement activities at defined intervals.

A contractor providing direct patient care will collaborate, as applicable, with Hospital's Performance Improvement Department regarding Improvement Organization Performance (IOP) activities.

**Process for Allied Health Provider working at UMC Hospital Campus**

1. All Allied Health and Dependent Allied Health Provider personnel from outside contractors monitored by HR (non-credentialed/licensed) working at UMC will have the following documentation on file in Department of Human Resources:
  - a. Copy of contract
  - b. Copy of Contractor's liability insurance (general and professional)
  - c. Job description
  - d. Resume
  - e. Copy of current Driver's License **OR** One 2x2 photo taken within 2 years

- f. Specialty certifications, Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), etc.
  - g. Current license verification/primary source verifications
  - h. Competency Statement/Skills Checklist (Contractor's and UMC's)
  - i. Annual Performance Evaluation(s)
  - j. UMC Department Specific Orientation
  - k. Attestation form/letter from Contractor completed for medical clearances
  - l. Completion of Non-Employee specific orientation
2. The following documents may be maintained at Contractor's Office:
- a. Medical Information to include: History and Physical (H&P), Physical examination or certification from a licensed physician that a person is in a state of good health, (Clinical Personnel) Annual Tuberculosis (TB)/health clearance test or Chest X-Ray, Immunizations, Hepatitis B Series or waiver, Measles/Mumps/Rubella Immunizations or adequate titers, Chicken Pox questionnaire, Drug tests results and other pertinent health clearance records as required. The results of these tests can be noted on a one (1) page medical attestation form provided by UMC.
  - b. Attestation form must be signed by the employee and contractor. The form can be utilized to update information as renewals or new tests. The form must be provided to Hospital each time a new employee is assigned to UMC. Once the above criteria are met, the individual will be scheduled to attend orientation, receive an identification badge, and IT security access.
  - c. Any and all peer references and other clearance verification paperwork must be maintained in the contractor's office and be available upon request.

**Non-Employee Orientation – Provided by the Employee Education Department**

- 1. Non-Employee orientation must occur prior to any utilization of contracted personnel.
- 2. Orientation may be accomplished by attendance at non-employee orientation; or, by completion of the "Agency Orientation Manual" if scheduled by the Education Department.
- 3. Nurses must complete the RN orientation manual before working if Per Diem and within one week of hire if a traveler. RN orientation will be scheduled by the appropriate responsible UMC Manager.
- 4. Each contracted personnel will have a unit orientation upon presenting to a new area. This must be documented and sent to Employee Education. Components such as the PYXIS tutorial and competency, Patient Safety Net (PSN), Information Technology Services (IT), Glucose monitoring as appropriate and any other elements specific to the position or department.

**Contractor Personnel Performance Guidelines**

- 1. Arrive at assigned duty station at the start of shift. Tardiness will be documented on evaluation.
- 2. Complete UMC incident reports and/or medication error reports when appropriately using the PSN. The Contractual individual is to report to the Director of their employer all incidents and medication errors for which they are responsible. UMC will not assume this responsibility. UMC agrees to notify Agency when an employee(s) is known to have been exposed to any communicable diseases.

**Agency Personnel Assignment Guidelines**

- 1. Duties will be assigned by the Physicians, Department Manager, Charge Nurse/Supervisor that matches their skill level as defined on the competency checklist.
- 2. Administer care utilizing the standards of care established and accepted by UMC.
- 3. Be responsible to initiate update or give input to the plan of care on their assigned patients as defined in job description.
- 4. Will not obtain blood from the lab unless properly trained by the unit/department to do so. Training must be documented and sent to Employee Education department.
- 5. Administer narcotics as appropriate to position and scope of practice.