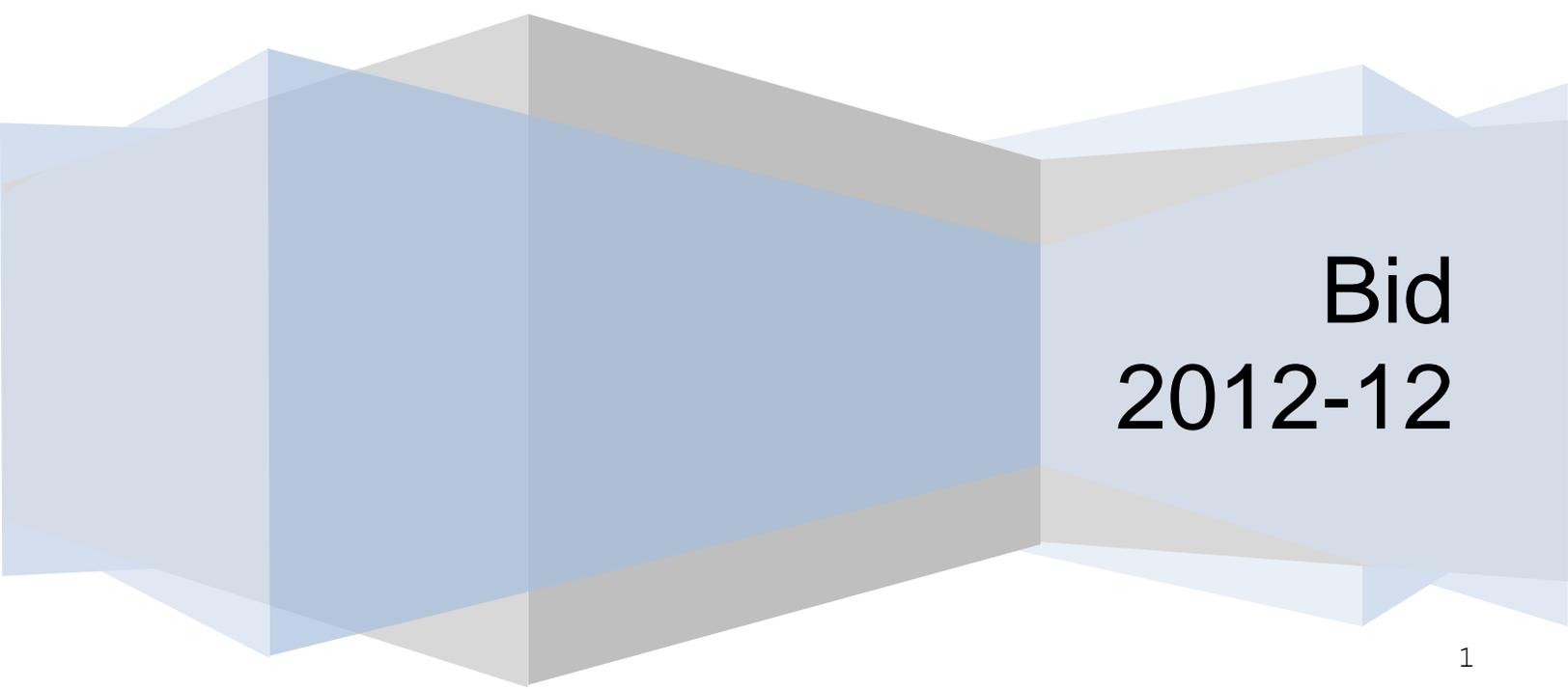


**University Medical Center
of
Southern Nevada**

**Bid Request
2012-12
Radiopharmaceuticals**



**Bid
2012-12**

University Medical Center of Southern Nevada

CONFIRMATION FORM for RECEIPT OF BID NO. 2012-12 Radiopharmaceuticals

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

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

BIDDER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO.: BID NO. 2012-12

DESCRIPTION: Radiopharmaceuticals

BIDDER MUST COMPLETE THE FOLLOWING INFORMATION TO RECEIVE IN THE MAIL
THE SAMPLE FOLDER (if not included in the bid packet):
TYPE or PRINT CLEARLY

Company Name: _____

Company Address: _____

City / State / Zip: _____

Contact Name / Title: _____

Area Code / Phone Number: _____

Area Code / Fax Number: _____

Email Address: _____

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

Clark County
website

Received directly from
UMC

Las Vegas Review
Journal

Plan
Room

**EMAIL this confirmation to: robert.maher@umcsn.com
or FAX to: (702) 383-2609**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
INVITATION TO BID
BID NO. 2012-12
Radiopharmaceuticals

UMC is seeking bids for the provision of Radiopharmaceuticals for the hospital Radiology Department.

The bid package is available as follows:

- Electronic Mail or Mail – Please email request to Contracts Management at robert.maher@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) 207-8846.
- Internet – Visit the Clark County website www.clarkcountynv.gov/purchasing. Click on “Current Contracting Opportunities”, listed under University Medical Center, locate the appropriate document in the list of current solicitations.

Bids will be accepted at the University Medical Center address specified above, on or before **April 20, 2012 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.

PUBLISHED:
Las Vegas Review Journal
April 1, 2012

HELPFUL BID INFORMATION

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

INTERNET



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

PREBID CONFERENCE ATTENDANCE WE WANT YOU!



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

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

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

NEED ASSISTANCE?



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

I – INSTRUCTION TO BIDDERS
BID NO. 2012-12
Radiopharmaceuticals

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

1. **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 Provisions, General 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 Bidder 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) to provide Radiopharmaceuticals for use in the hospitals radiology department.

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 service 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	April 1, 2012
Final Date to Submit Questions	April 9, 2012
Last Day for Addendums	April 13, 2012
Bid Responses Due (2:00:00 pm)	April 20, 2012
Award & Approval of the Final Contract	May / June 2012

5. DESIGNATED CONTACT

OWNER's representative will be Rob Maher, telephone number (702) 207-8846. This representative will respond to questions concerning the scope of work of this BID. Questions regarding the selection process for this BID may be directed to Rob Maher, Contracts Management, robert.maher@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. METHOD OF EVALUATION AND AWARD

Since the service requested in this bid is not considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.065.

The bids may be reviewed individually by staff members through an ad hoc committee. The finalists may be requested to provide UMC a presentation and/or an oral interview. The ad hoc staff committee may review the bids as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. UMC also reserves the right not to make an award if it is deemed that no single bid fully meets the requirements of this project. UMC also reserves the right to make multiple awards if it is deemed to be advantageous to UMC.

UMC's mission is to provide the highest quality of care to its patients. For continuity of care and other reasons, UMC will enter into a contract for each component described.

8. SUBMITTAL REQUIREMENTS

All bids shall be on 8-1/2" x 11" paper, arranged and submitted completely filled out and in the following order:

1. Completed Bid document.
2. Attachment 1, Subcontractors
3. Attachment 2, Disclosures
4. Attachment 3, Disclosures
5. Attachment 4, Insurance (if available, may be provided within 5 days of award selection)
6. Other documents (if required)

All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title. 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. Delivery to UMC's loading dock does not constitute time stamp at Materials management. FAXED or EMAILED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

The following are detailed delivery/mailling instructions for bids:

<u>Hand Delivery</u>	<u>U.S. Mail Delivery</u>	<u>Express Delivery (Preferred)</u>
University Medical Center Contracts Management Trauma Center Building 800 Rose Street, Suite 408 Las Vegas, Nevada 89106	University Medical Center Contracts Management 1800 West Charleston Blvd Las Vegas, Nevada 89102	University Medical Center Contracts Management 800 Rose Street, Suite 408 Las Vegas, Nevada 89106
BID No. 2012-12 Radiopharmaceuticals	BID No. 2012-12 Radiopharmaceuticals	BID No. 2012-12 Radiopharmaceuticals

REGARDLESS OF THE METHOD USED FOR DELIVERY, BIDDER(S) SHALL BE WHOLLY RESPONSIBLE FOR THE TIMELY DELIVERY OF SUBMITTED BID DOCUMENTS TO MATERIALS MANAGEMENT OFFICE, TRAUMA BLDG, 4TH FLOOR, SUITE 409. RESPONSES DELIVERED TO UMCSN'S MAIL ROOM OR LOADING DOCK DOES NOT CONSTITUTE THE OFFICIAL TIME STAMP.

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.

9. 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.

10. 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 88-6000436). A copy of the tax exempt letter is available on request. The price(s) bid must be net, exclusive of these taxes.

11. 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.

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. INCONSISTENCIES IN CONDITIONS

In the event there are inconsistencies between the Instruction to Bidders and other bid terms or conditions contained herein, the former will take precedence.

14. 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.

15. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the bid, a written addendum will be provided to all Bidder(s) in written form from UMC's designated contact. UMC is not bound by any specifications by UMC's employees, unless such clarification or change is provided to Bidder(s) in written addendum form from UMC's designated contact.

16. PUBLIC RECORDS

UMC is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that 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. However, in accordance with NRS 332.061(2), a bid document that is still under review by UMC's ad hoc committee may not be disclosed until the bid document is recommended for award of a contract. Bidder(s) are advised that once a bid document is received by UMC, its contents will become a public record and nothing contained in the bid document will be deemed to be confidential except proprietary information. Bidder(s) shall not include any information in their bid document that is proprietary in nature or that they would not want to be released to the public. Bid documents must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

17. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Bid documents must contain sufficient information to be evaluated. Bidder(s) shall not include any information in their bid document that they would not want to be released to the public. Any bid document submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to Bidder and will not be considered for award.

18. DOCUMENT REVIEW

Bidders may visit the Materials 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 "Confidential/Proprietary Information" clause in the Instruction to Bidders section. 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 telephone number (702) 383-2423 to schedule your appointment.

19. 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. If there are discrepancies between unit prices bid and the extended total, the unit price will prevail.

20. 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 1**. The

information provided in **Attachment 1** by the Bidder is for the Owner's information only.

21. DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for a minimum of 90 calendar days after the date of bid opening in order to allow UMC to evaluate and consider award.

22. 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.

23. 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 offers 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.

24. WITHDRAWAL OF BID

Bidder(s) may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to UMC's designated contact in writing or a bid release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Bid must be re-submitted and time-stamped in accordance with the bid document in order to be accepted.

No bid document may be withdrawn for a period of ninety (90) calendar days after the date of bid opening. All bids received are considered firm offers during this period. Bidder's offer will expire after ninety (90) calendar days.

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

25. 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. UMC may award a multiple contracts if deemed in the best interest of the hospital. 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.

26. REJECTION OF BID

UMC reserves the right to reject any and all bids received by reason of this request.

27. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following causes: Failure to use the specified Bid Form furnished by UMC.

- Lack of signature by an authorized representative
- Failure to properly complete the Bid Form
- Evidence of collusion among Bidders
- Unauthorized alteration of the Bid Form
- Failure to fill out the Disclosure of Ownership/Principals form if requested
- Owner reserves the right to waive any minor informality or irregularity.

28. DISCLOSURE OF OWNERSHIP/PRINCIPALS & RELATIONSHIP FORMS

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" and "Disclosure of Relationship" forms. Failure to fill out the subject forms by the Bidder shall be cause for rejection of the bid. (Attachment 2 and 3)

29. 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.

30. PROTESTS

- A. Any Bidder who submits a bid for this project 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. The protest must be submitted in writing to UMC's Designated Contact, within seven (7) calendar days after the bid opening date. If the protest is not resolved by mutual agreement, the Designated Contact will promptly issue a decision in writing to the protestor. Within three (3) working days of receipt of the decision, a protestor may submit to the Designated Contact or her designee its written notice of intent to appeal the decision to the BCC. The Designated Contact or her designee will notify the protestor of the date they may appear to present their appeal to the BCC. The decision of the BCC will be final. The BCC need not consider protests unless this procedure is followed.
- B. If this solicitation has been advertised, the 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 cashier's 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 any 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, 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, 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.

31. 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.

32. 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, veteran status, 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.

33. 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.

34. 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.

35. 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 30 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 University Medical Center of Southern Nevada Administration for approval.

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. INDEPENDENT CONTRACTOR

In the performance of the work duties and obligations performed by Bidder under this contract, it is mutually understood and agreed that Bidder is at all times acting and performing as an independent contractor of UMC. UMC shall neither have, nor exercise any control or direction over the methods by which Bidder shall perform its work and functions.

38. BID COSTS

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

39. 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:

Instruction to Bidders

Bid No. 2012-12

Radiopharmaceuticals

- i. A business is physically located in unincorporated Clark County, Nevada.
 - ii. The work to be performed is located in unincorporated Clark County, Nevada.
2. 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, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

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

40. INSURANCE (Attachment 4)

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 include the cost of the insurance coverage's in its bid price(s). The successful Bidder shall provide UMC with proof of insurance prior to receipt of Notice of Award.

II – GENERAL CONDITIONS

BID NO. 2012-12 Radiopharmaceuticals

1. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder on a grand total basis contingent upon the submission of all requested documents, to include but not limited to disclosures, Clark County Business license and proof of insurance, after award within the timelines specified, unless an extension is approved by UMC. Bidders must bid on all items to be considered responsive.

2. 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. The contract shall include this bid document, any associated Addendums, and the BID Form as signed by the successful Bidder.

3. PREBID CONFERENCE

A prebid conference is **NOT** being held for this bid.

4. INITIAL TERM

The initial term of this contract shall be three (3) years with two (2) one (1) year options from the date of the Notice of Award.

5. CONTRACT RENEWAL

This contract will not be automatically renewed at the time of its expiration date. Option shall be exercised within 60 days of the expiration of the term.

6. CONTRACT EXTENSION

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

7. OPEN-END CONTRACT

It is understood that the successful bidder shall consider this bid as an open-end contract for all items offered. In the event UMC requires additional items or replacement items, it is understood that the successful Bidder agrees to furnish items as per the terms of this bid from the date of award through contract expiration.

8. BIDDER'S REPRESENTATION

Each Bidder, by submitting a bid, represents that it has read and understands the bidding documents and that the bid is made in accordance therewith, and that it has familiarized itself with the local conditions, laws and regulations under which the work is to be performed and have correlated this knowledge with the requirements of the bidding documents.

9. 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.

10. ADDITIONAL BID SUBMITTALS

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

11. DESCRIPTIVE LITERATURE

Bidder may submit with its bid the latest printed specifications and/or advertising literature on the product(s) offered on its Bid Form.

12. FISCAL FUNDING OUT

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by UMC for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and UMC's obligations under it

shall be extinguished at the end of any of UMC's fiscal years in which UMC's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. UMC agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve UMC of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

13. DELIVERY REQUIREMENTS

A. **PRODUCT DELIVERY**

All deliveries shall be coordinated by an authorized UMC representative.

B. **LOCATION AND HOURS**

Deliveries shall be made Monday through Sunday between 5:30am to 5:30pm PST to the locations specified by UMC's representative.

C. **FORCE MAJEURE**

The 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. The successful Bidder shall provide UMC satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

D. **F.O.B. DESTINATION - FREIGHT PRE-PAID AND ALLOWED**

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. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.

E. **PARTIAL SHIPMENTS**

Partial shipments will be permitted based on monthly consumption.

F. **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.

G. **DAMAGED OR DEFECTIVE PRODUCTS**

The successful Bidder shall replace, at no cost to UMC, damaged or defective products within seven (7) calendar days after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, the successful Bidder shall pay UMC any difference between the bid price and the price paid to the other supplier.

14. USAGE 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.

15. 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.

16. 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.

All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state, and zip code)
- C. Telephone Number
- D. Contact Person
- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. 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

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.

Invoice Requirements

- 1. Invoice details must include the following:
 - a. Correct spelling of patient's first and last name;
 - b. OWNER's patient account number;
 - c. DRG or admitting diagnosis;
 - d. Date of service;
 - e. Identity of the party requesting transport; and
 - f. Patient pick-up point and destination (include nursing unit and room number).

17. **INVOICE AUDITS**

The successful Bidder shall provide to UMC, within 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 seven (7) calendar days after notification by UMC. In the event that the successful Bidder undercharged UMC, UMC shall reimburse the successful Bidder within 14 calendar days. In the event that the successful Bidder overcharged UMC, the successful Bidder shall reimburse UMC within 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.

18. **PARTIAL PAYMENTS**

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

19. **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.

20. WARRANTY

The 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 and/or materials. 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 within seven (7) calendar days after notification.

21. 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) – All Urban Consumers (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 3 percent, 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.

22. RECYCLED PRODUCTS - PREFERENCE

In accordance with NRS 332.065.2 (a), UMC gives preference to Bidders who propose recycled products if the Bidder is found to be responsive and responsible, the recycled product meets all of the requirements in this bid document, and costs no more than a comparable non-recycled product. Bidders shall note in their bid submittal if a recycled product is being offered. Bidders may be requested to submit the appropriate documentation to validate that the recycled product meets all of the requirements defined in this document within seven (7) calendar days of UMC's request.

23. SAMPLES

UMC may request, at no cost to UMC, that the apparent low Bidder provide a sample of the products offered. Any product found not meeting the minimum requirements of these specifications will not be considered for award of this bid. UMC will make the final determination as to acceptability of all products and quality of service.

24. VENDOR'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.

25. 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.

26. 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:

1. Submit with the bid complete manufacturer's brochures of the actual items being offered, including pictures and/or dimensional drawings.
2. 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.
3. Equivalent items may be subject to performance testing.

27. OUT OF STATE SUPPLIERS

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

28. TERMS OF PAYMENT

Terms of payment shall be **Net 90 Calendar Days from receipt of invoice or delivery of product, whichever is later.**

III – SCOPE OF SERVICES
BID NO. 2012-12
Radiopharmaceuticals

I. Overview

Proposers shall be able to supply the OWNER with the required radiopharmaceutical materials listed in the Bid Form.

II. Requirements

1. Supply radiopharmaceuticals to OWNER as request via purchase order.
2. Unopened doses shall be returned at no charge.

III. Shipping

1. All shipments shall be shipped FOB Destination (Freight paid)
2. Shipments shall be tracked until receipt.
3. Deliveries shall be daily between 5:30am and 5:30pm, all times are PST.

IV – BID FORM
BID NO. 2012-12
Radiopharmaceuticals

Name of Firm	
---------------------	--

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

RECYCLED PRODUCTS:

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

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 Counsel Bureau, and will be used only for such purpose.

MBE WBE PBE SBE NBE

This page is reserved for the BID form which is attached as a separate spreadsheet.

When submitting a completed BID, be sure to insert the completed BID form here.

ATTACHMENTS TO BID FORM

FAILURE TO SUBMIT REQUIRED ATTACHMENT/INFORMATION AS LISTED BELOW MAY RESULT IN REJECTION OF BID.

- 1. Completed Bid document.
- 2. Attachment 1, Subcontractors
- 3. Attachment 2, Disclosures
- 4. Attachment 3, Disclosures
- 5. Attachment 4, Insurance (if available, may be provided within 5 days of award selection)
- 5. Copy of Clark County Business License
- 6. Identification of the Bidder’s point of contact and their information (Name, phone #, e-mail address)

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

Addendum No. _____ , dated _____ Addendum No. _____ , dated _____
 Addendum No. _____ , dated _____ 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 attachments 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 BIDDER

LEGAL NAME OF FIRM

NAME OF BIDDER (PRINT OR TYPE)

ADDRESS OF FIRM

PHONE NUMBER OF BIDDER

CITY, STATE, ZIP

FAX NUMBER OF BIDDER

DATE

ATTACHMENT 1

SUBCONTRACTOR INFORMATION

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

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

Subcontractor Name:					
Contact Person:			Telephone Number:		
Description of Work:					
Estimated Percentage of Total Dollars:					
Business Type:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> PBE	<input type="checkbox"/> SBE	<input type="checkbox"/> NBE
Subcontractor Name:					
Contact Person:			Telephone Number:		
Description of Work:					
Estimated Percentage of Total Dollars:					
Business Type:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> PBE	<input type="checkbox"/> SBE	<input type="checkbox"/> NBE
Subcontractor Name:					
Contact Person:			Telephone Number:		
Description of Work:					
Estimated Percentage of Total Dollars:					
Business Type:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> PBE	<input type="checkbox"/> SBE	<input type="checkbox"/> NBE

ATTACHMENT 2

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 Counsel Bureau, and will be used only for such purpose.

Minority Owned Business Enterprise (MBE):

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

Women Owned Business Enterprise (WBE):

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

Physically-Challenged Business Enterprise (PBE):

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

Small Business Enterprise (SBE):

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

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

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

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the

local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm.

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

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

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.
In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature

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 3

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)**

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

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 any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

ATTACHMENT 4

CUSTOMER'S INSURANCE REQUIREMENTS

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

Format/Time: The Provider shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverage's as listed below, and endorsements affecting coverage required by this Contract within **10 calendar days** after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

Owner Coverage: The Owner, its officers and employees must be expressly covered as additional insured's except on workers' compensation insurance coverage's. The Provider's insurance shall be primary as respects the Owner, 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 Owner. All policies must note that the Owner will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

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 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, Owner 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. Owner 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 Owner, 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 RFP package 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) 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)
- 4) Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
- 5) Workers' Compensation
- 6) Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
- 7) 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.
- 8) 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**

2. INSURED

INSURED'S NAME
ADDRESS
PHONE & FAX NUMBERS

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

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.	GENERAL LIABILITY	(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 COLLAPSE EXPLOSION &				FIRE DAMAGE (Any one fire) \$(H) 50,000
	<input type="checkbox"/> INDEPENDENT CONTRACTOR				MED. EXPENSE (Any one person) \$(I) 5,000
	AUTOMOBILE LIABILITY				(J)
<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	EACH OCCURRENCE \$				
<input type="checkbox"/> NON-OWNED AUTOS	AGGREGATE \$				
EXCESS LIABILITY					
<input type="checkbox"/> UMBRELLA FORM					
<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
5.	WORKER'S COMPENSATION				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE POLICY LIMIT \$
					DISEASE EACH EMPLOYEE \$
	PROFESSIONAL LIABILITY				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 _____

