

University Medical Center of Southern Nevada

CONFIRMATION FORM for RECEIPT OF BID NO. 2012-05 Anesthesia Gases and Vaporizers

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.

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO.: BID NO. 2012-05

DESCRIPTION: Anesthesia Gases and Vaporizers

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION: 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 Form to: kristine.sy@umcsn.com
or FAX to: (702) 383-2609**

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

INVITATION TO BID

BID NO. 2012-05

ANESTHESIA GASES AND VAPORIZERS

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

INVITATION TO BID

BID NO. 2012-05 Anesthesia Gases and Vaporizers

UMC is seeking bids for Anesthesia Gases and Vaporizers.

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 kristine.sy@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) 383-2423.
- 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.

Non-Mandatory Pre-Bid Meeting on Friday, February 17, 2012 at 10:00 a.m. PST, Conference Room H.

Bids will be accepted at the University Medical Center address specified on Item # 12, on or before **Thursday, March 1, 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 be formally rejected.

PUBLISHED:
Las Vegas Review Journal
Sunday, February 12, 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).

PRE-BID 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 pre-bid 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 pre-bid conference, the entire bid document is reviewed and questions from the attendees are answered.

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

The date and time of the pre-bid 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. 2012-05

Anesthesia Gases and Vaporizers

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 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 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) who can provide anesthesia gases and vaporizers to UMC.

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	Sunday, February 12, 2012
Non-Mandatory Pre-Bid Meeting (10:00 am PST)	Friday, February 17, 2012, Conference Room H
Final Date to Submit Questions	Tuesday, February 21, 2012
Last Day for Addendums	Friday, February 24, 2012
Bid Responses Due (2:00:00 pm)	Thursday, March 1, 2012
Estimated Award & Approval of the Final Contract	March or April 2012

5. DESIGNATED CONTACT

UMC's Authorized Representative will be Kristine Sy, Contracts Management. All questions regarding this bid, including the selection process, must be directed to Kristine Sy at telephone number 702-383-2423, or email kristine.sy@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 this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.

7. ADDENDA AND INTERPRETATIONS

- A. 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.
- 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 prospective 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. METHOD OF EVALUATION AND AWARD

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

The 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'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.

9. 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 telephone number (702) 383-2423 to schedule your appointment.

10. 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 "0" or write the words "NO COST".

11. 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.

12. SUBMITTAL REQUIREMENTS

All bids shall be on 8-1/2" x 11" paper, stapled and arranged in the order of Bid Form, Disclosure of Ownership/Principals Form, Disclosure of Relationship Form and Subcontractor Information.

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. **FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/ mailing instructions for bids:

<u>Hand Delivery</u>	<u>U.S. Mail Delivery</u>	<u>Express Delivery</u>
University Medical Center Materials Management Trauma Center Building 800 Rose Street, Suite 409 Las Vegas, Nevada 89106	University Medical Center Materials Management 1800 West Charleston Blvd Las Vegas, Nevada 89102	University Medical Center Materials Management 800 Rose Street, Suite 409 Las Vegas, Nevada 89106
BID No. 2012-05 Anesthesia Gases and Vaporizers	BID No. 2012-05 Anesthesia Gases and Vaporizers	BID No. 2012-05 Anesthesia Gases and Vaporizers

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

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

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

13. SUBCONTRACTS

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

14. 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 3**. The information provided in **Attachment 3** by the Bidder is for UMC's information only.

15. 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 the contract. Successful Bidder shall maintain complete control over its employees and all of its subcontractors. Nothing contained in contract or any subcontract awarded by successful Bidder shall create any contractual relationship between any such subcontractor and UMC. Successful Bidder shall perform all work in accordance with its own methods subject to compliance with contract.

16. PRODUCTS

New Product:

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

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

17. 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.

18. 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.
- E. 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.
- F. Equivalent items may be subject to performance testing.

19. ORDER QUANTITIES AND UNIT PRICING

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

20. 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.

21. 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.

22. 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, unless the offer is further extended in writing and agreed upon by both parties.

23. 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.

24. BID COSTS

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

25. 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).

26. 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 contract for this commodity group 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.

27. 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.

28. 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.

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. 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.

31. 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 Kristine Sy, 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 promptly 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 need not 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.

32. STATE OF NEVADA LEGAL HOLIDAYS

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

Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veteran's Day
Thanksgiving Day and the Friday After
Christmas Day
New Year's Day

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

33. 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. The forms shall be submitted with the Bid Form. Failure to fill out the subject forms by the Bidder shall be cause for rejection of the bid.

34. 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.

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. 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.

37. 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.

38. 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.

39. DELIVERY REQUIREMENTS

A. PRODUCT DELIVERY

Product should be shipped within three (3) days after receipt of order and shipped to UMC.

B. LOCATION AND HOURS

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

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 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.

E. PARTIAL SHIPMENTS

Partial shipments will not be permitted.

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 ten (10) 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.

40. 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 (or Letter from Manufacturer/Distributor, or other).

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.

41. 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, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

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

II – GENERAL CONDITIONS
BID NO. 2012-05
Anesthesia Gases and Vaporizers

1. METHOD OF AWARD

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

A pre-bid conference is being held for this bid. The intent of the pre-bid conference is to review the entire bid document and answer any questions that the Bidders may have.

4. INITIAL TERM

The initial term of this contract shall be for three (3) years commencing from date of award.

5. CONTRACT RENEWAL

UMC reserves the option to renew this contract for an additional two (2) years period from its expiration date.

6. CONTRACT EXTENSION

UMC reserves the option to temporarily extend this contract for up to three (3) months from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

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. 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.

9. 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.

10. 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.

11. 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.

12. 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. 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 may not be considered for award.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 and/or service, in accordance with NRS 354.626, this contract shall be terminated when appropriated funds expire.

20. 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.

21. 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.

22. 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 30 calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250, UMC shall not provide payment of any invoice if successful Bidder submits after six (6) months from the date of successful Bidder provides goods, performs services, or provides deliverables or milestones.

All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state, and zip code)
- C. Telephone Number

- D. Contact Person
- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. 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.

23. INVOICE AUDITS

The successful Bidder shall provide to UMC, within ten (10) 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) 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.

24. PARTIAL PAYMENTS

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

25. 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.

26. ADDITIONAL REQUIREMENTS

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

27. 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.

28. 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.

29. 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").

30. OUT OF STATE SUPPLIERS

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

31. PATENT INDEMNITY

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

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

32. 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's 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.

33. SEVERABILITY

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

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. 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.

36. 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 UMC Administration for approval.

37. 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.

38. 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.

39. 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.

40. 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.

41. VENDOR'S STOCK

The successful Bidder shall agree to maintain access to sufficient stock of any item awarded in this bid.

42. TERMS OF PAYMENT

Terms of payment shall be **Net 30 Calendar Days from receipt of invoice or delivery of product, whichever is later.**

III - SPECIAL CONDITIONS
BID NO. 2012-05
Anesthesia Gases and Vaporizers

1. Successful Bidder shall provide service and repair, or at Bidder's option, replace defective Vaporizers. Replacement Vaporizers may be new or re-manufactured at Bidder's option. UMC shall notify and get authorized return (shipment) approval from Successful Bidder of needed service for defective Vaporizer. Bidder will have to ship within three (3) business days a replacement Vaporizer. All Vaporizers requiring service shall be packed securely and shipped by UMC to Bidder's designated Vaporizer Service Facility, freight prepaid & allowed by Seller. This service should be included in Bidder's bid price.
2. Upon termination of this contract, UMC shall properly pack and return to Successful Bidder, freight prepaid & allowed by Seller, all Vaporizers after proper inspection.
3. FOB Destination, Prepaid & Allowed.
4. Successful Bidder will provide sufficient quantities of anesthesia gases and vaporizers and hold until UMC places an order.
5. UMC will place occasional orders of the anesthesia gases and/or vaporizers on individual purchase orders. Orders may not be shipped without receipt of a purchase order.
6. **Please attach a copy of your Vaporizer Agreement for review.**

IV – BID FORM
BID NO. 2012-05
Anesthesia Gases and Vaporizers

Name of Firm	
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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.

LOT 1 – Sevoflurane Anesthesia Gas

Description	Estimated Annual Quantity	Unit Price per Bottle	Extended Total
Sevoflurane 250mL	1600	\$	\$

LOT 2 – Desflurane Anesthesia Gas (Optional)

Description	Estimated Annual Quantity	Unit Price per Bottle	Extended Total
Desflurane 240mL	800	\$	\$

- **Successful Bidder shall supply and maintain either one or more of the following Vaporizers: Tec 5, Tec 6 and Tec 7. Final selection on the type of vaporizer(s) to be used will be determined by UMC's Clinical Engineering Department. Bidder will make sure that needed quantity of Vaporizers is readily available to UMC at no additional cost.**

Bidder can supply the following:

Tec 5 Vaporizer: ___ YES ___ NO

Tec 6 Vaporizer: ___ YES ___ NO

Tec 7 Vaporizer: ___ YES ___ NO

- **UMC has 27 Vaporizers for the Sevoflurane. By awarding this bid to the Successful Bidder, UMC shall be responsible for an early termination fee of \$13,500 to current Supplier. Will Successful Bidder reimburse UMC for this switch over fee? ___ YES ___ NO**

DELIVERY: _____ working days from receipt of purchase order

<p>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.</p> <p style="text-align: center;"> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> SBE <input type="checkbox"/> NBE </p>
--

ATTACHMENTS TO BID FORM

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

Attachment 1, Disclosure of Ownership/Principals Form, is attached.

Attachment 2, Disclosure of Relationship Form, is attached.

Attachment 3, Subcontractor Information, is attached.

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 _____

DEVIATIONS TO BID

The Bidder will list, on a separate sheet of paper, any deviations to the conditions of this bid. This sheet will be labeled, "Deviations to Bid Conditions" and will be attached to the Bid Form. If no exceptions are stated, it will be understood that all terms and conditions will be complied with. ANY DEVIATIONS MAY BE CONSIDERED SUBSTANTIAL AND BE CAUSE FOR REJECTION.

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

LEGAL NAME OF FIRM

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)

ADDRESS OF FIRM

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE

CITY, STATE, ZIP

EMAIL ADDRESS

DATE

BUSINESS LICENSE INFORMATION

CURRENT STATE: LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

CURRENT COUNTY: LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

CURRENT CITY: LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

**ATTACHMENT 1
(TO BE COMPLETED BY SUCCESSFUL BIDDER)**

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

Minority Owned Business Enterprise (MBE):

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

Women Owned Business Enterprise (WBE):

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

Physically-Challenged Business Enterprise (PBE):

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

Small Business Enterprise (SBE):

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

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

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

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

Number of Clark County Nevada Residents employed by this firm.

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>	
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.

- 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.)
- 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 2
(TO BE COMPLETED BY SUCCESSFUL BIDDER)**

**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 anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

ATTACHMENT 3

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.