



University Medical Center of Southern Nevada
Contract Management Department

**CONFIRMATION FORM
for
RECEIPT OF BID NO. 2015-02
JANITORIAL SERVICES
ENTERPRISE HEALTHCARE BUILDING**

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

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

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. BID NO. 2015-02

DESCRIPTION: JANITORIAL SERVICES - ENTERPRISE HEALTHCARE BUILDING

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

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

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

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

**FAX THIS CONFIRMATION FORM TO: (702) 383-2609
Or EMAIL TO: Heather.McLain@umcsn.com
TYPE or PRINT CLEARLY**

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

INVITATION TO BID

BID NO. 2015-02

JANITORIAL SERVICES –
ENTERPRISE HEALTHCARE BUILDING

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

INVITATION TO BID

BID NO. 2015-02 JANITORIAL SERVICES - ENTERPRISE HEALTHCARE BUILDING

University Medical Center of Southern Nevada (UMC) is seeking bids for Janitorial Services for the Enterprise Healthcare Building located at 1700 Wheeler Peak Drive, Las Vegas, Nevada, 89106, owned by Clark County; and UMC as the facility manger of the building.

The bid package is available as follows:

- Pick up - University Medical Center, 800 Rose Street, Suite 408, Las Vegas, Nevada 89106.
- By Electronic Mail or Mail – Please email a request to Contracts Management at Heather.McLain@umcsn.com specifying project number and description. Be sure to include company address, phone, and email address or call (702) 383-7816.
- Internet – Visit the Clark County website (www.accessclarkcounty.com/purchasing). Click on “Current Contracting Opportunities”, listed under University Medical Center, locate the appropriate document in the list of current solicitations.

A mandatory Pre-Bid Conference will be held on Tuesday, April 21, 2015, at 9:00 am, in the Enterprise Conference Room, 1700 Wheeler Peak Drive, Las Vegas, Nevada, 89106. A mandatory pre award site walk through the Enterprise Healthcare Building will immediately follow the Pre-Bid meeting.

Sealed Bids will be accepted at the UMC address specified above on, or before, **Tuesday, May 12, 2015, at 2:00 pm in Trauma Building, Suite 409 and opened immediately following in Conference Room G.** 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
Sunday, April 12, 2015

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.accessclarkcounty.com/Purchasing>, as well as other important and useful purchasing related information. The solicitations are listed under “**Current Contracting 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

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. **UMC:** The term used throughout these documents to mean University Medical Center of Southern Nevada.
- B. **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.
- C. **BCC:** The Clark County Board of County Commissioners sitting as the UMC Board of Hospital Trustees.
- D. **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.
- E. **Bid (UMC):** A competitive solicitation by UMC to procure goods or services in accordance with Nevada Revised Statutes (NRS) 332.
- F. **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.
- G. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- H. **Bidder(s):** A supplier who submits a bid to UMC.
- I. **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.
- J. **CONTRACT:** Contract documents include the Bidding Documents, SUCCESSFUL BIDDER'S Bid Form, all Addenda, SUCCESSFUL BIDDER'S bonds and insurance and Notice of Award letter.
- 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. **GB:** The Governing Board of UMC.
- M. **Governing Body:** Used throughout these documents to mean the Clark County Board of Commissioners sitting as the UMC Board of Hospital Trustees.
- N. **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.
- O. **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.
- P. **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.
- Q. **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.
- R. **Purchase Order:** The formal authorization by UMC for seller to provide goods or services to UMC. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- S. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.

- T. **Service Call:** To include Janitorial Services. Service shall also include after hours call outs as required by UMC.
- U. **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 seven (7) Quick Care facilities and six (6) Primary Care facilities.

Purpose

The purpose of this bid is to identify superior Bidder(s) who can provide Video and Telephonic Interpreters and Document Translation Services for 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

Bid Published in Las Vegas Review-Journal	Sunday, April 12, 2015
Mandatory Pre-Bid Conference (9:00 am)	Tuesday, April 21, 2015
Final Date to Submit Questions	Monday, April 27, 2015
Last Day for Addendums	Wednesday, April 29, 2015
Bid Responses Due (2:00:00 pm)	Tuesday, May 12, 2015
Estimated Contract Award	June 2015

5. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Heather McLain, Sr. Management Analyst - Contracts, telephone number (702) 383-7816 or via email at Heather.McLain@umcsn.com.

6. CONTACT WITH UMC DURING BIDDING PROCESS

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

7. MANDATORY PREBID CONFERENCE & PRE AWARD SITE WALK THROUGH

A mandatory Prebid walk through is being held for this bid. The intent of the prebid conference is to review the entire bid document including the Special Conditions and Technical Specifications, which are unique to each facility, and to answer any questions that the Bidders may have. The prebid conference will be held at UMC Enterprise Healthcare Building on Tuesday, April 21, 2015 at 9:00 A.M. in the Enterprise Conference Room. The site walk through will be held immediately following the prebid conference. Attendance at the prebid conference and site walk through are

mandatory. BIDS RECEIVED FROM ANY BIDDER NOT IN ATTENDANCE AT BOTH THE PREBID CONFERENCE AND SITE WALK THROUGH WILL BE REJECTED. Attendance will be determined by the following procedure: An attendance form will be circulated prior to the commencement of the prebid/walk through. All Bidders are responsible for signing the attendance sheet. Once the prebid/walk through commences, no additional attendees will be permitted. All Bidders are responsible for signing the attendance sheet. Please allow ample time for parking as well as traffic congestion.

8. ADDENDA AND INTERPRETATIONS

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

9. 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.

10. 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.

11. PREPARATION OF FORMS

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

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

12. BID DOCUMENTS NECESSARY FOR SUBMITTAL

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

13. SUBCONTRACTOR INFORMATION

Bidders should submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) and Nevada Business Enterprise (NBE) subcontractors for CONTRACT utilizing **Exhibit A**. The information provided in **Exhibit A** by Bidder is for UMC'S information only.

14. ADDITIONAL BIDS

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

15. DEVIATIONS TO TERMS AND CONDITIONS

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

16. DURATION OF OFFER

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

17. DEVIATIONS TO TECHNICAL SPECIFICATIONS

Any deviation taken at the time of or after bid submittal may render the bid non-responsive. If a Bidder is unable to meet the Technical Specifications, Bidder must complete the attached **Exhibit D** and submit it to the Contracts Management Department at least five (5) business days prior to the scheduled Pre-Bid Conference. It shall be the sole responsibility of the Bidder to insure that the Contracts Management Department has been properly notified, **PRIOR TO THE PRE-BID CONFERENCE**, of the Bidder's deviation to the Technical Specifications.

18. BIDDER'S REPRESENTATION

Each Bidder by submitting their Bid represents that:

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

19. SUBMISSION OF BIDS

All bids shall be on 8-1/2" x 11" paper, stapled and arranged in the order of Bid Form, Exhibit A – Subcontractor Information, Exhibit B – Insurance Requirements, Exhibit C – Affidavit, Exhibit D – Deviations to Technical Specifications, Exhibit E – Business Associate Agreement, Exhibit F – Disclosure of Ownership/Principals, Exhibit G – Policy I-66

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 UMC will be recorded as late, remain unopened and be formally rejected. **FXED OR EMAILED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailling instructions for bids:

<u>Hand Delivery</u> University Medical Center Contracts Management Trauma Center Building 800 Rose Street, Suite 409 Las Vegas, Nevada 89106	<u>U.S. Mail Delivery</u> University Medical Center Contracts Management 1800 West Charleston Blvd Las Vegas, Nevada 89102	<u>Express Delivery</u> University Medical Center Contracts Management 800 Rose Street, Suite 408 Las Vegas, Nevada 89106
Bid No. 2015-02 Enterprise Janitorial	Bid No. 2015-02 Enterprise Janitorial	Bid No. 2015-02 Enterprise Janitorial

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.

20. COST TO PREPARE AND SUBMIT RESPONSE

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

21. 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 Contracts Management Analyst in writing, or a bid release form has been properly completed and submitted to the Contracts Management Analyst. 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).

22. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

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

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

23. 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.

24. 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; or
- F. Failure to acknowledge all addenda issued.

25. TIE-BIDS

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

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

26. 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.

27. 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 Heather McLain, 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/GB. The Designated Contact will notify the protestor of the date they may appear to present their appeal to the BCC/GB. Protestor must submit to the Designated Contact 15 copies of any documents protestor intends to present to the BCC/GB and all documents must be submitted ten (10) calendar days prior to the BCC/GB Meeting. The decision of the BCC/GB will be final. The BCC/GB 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/GB 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/GB has made a determination on the protest and awards the contract.

- E. Neither the BCC/GB 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/GB, 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/GB, 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.

28. INSURANCE

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 CONTRACT.

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless SUCCESSFUL BIDDER is a Sole Proprietor and shall be required to submit an affidavit **Exhibit C** indicating that it has not elected to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

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

SUCCESSFUL BIDDER shall obtain and maintain the insurance coverages required in **Exhibit B**, incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in **Exhibit B**. All Bidders shall include the cost of the insurance coverages in their bid price(s).

29. FAILURE TO MAINTAIN COVERAGE

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

30. POST AWARD WALK-THROUGH

Prior to the start of CONTRACT, UMC will conduct a mandatory walk-through of the facility followed by a Kick-off meeting with SUCCESSFUL BIDDER. The purpose of the walk through and kick-off meeting is to address any questions or concerns of SUCCESSFUL BIDDER.

31. 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.

32. DISCLOSURE OF OWNERSHIP / PRINCIPALS

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

33. CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFP, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

A. Clark County Business License is Required if:

1. A business is physically located in unincorporated Clark County, Nevada.
2. The work to be performed is located in unincorporated Clark County, Nevada.

B. Register as a Limited Vendor Business Registration

1. A business is physically located outside of unincorporated Clark County, Nevada
2. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.accessclarkcounty.com , select "Online Services", then select "Business License Inquire" or by the browser search <http://sandgate.co.clark.nv.us/businessLicense/businessSearch/blindex.asp>.

II - GENERAL CONDITIONS

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 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 Contracts Management. CONTRACT shall include this Bid Document, any associated Addendums, and the Bid Form as signed by SUCCESSFUL BIDDER.

3. INITIAL TERM

The initial term of CONTRACT shall be from **June 29, 2015 through June 30, 2018**. The first month shall be pro-rated.

4. CONTRACT RENEWAL

UMC reserves the option to renew CONTRACT for an additional two (2), one-year period(s) from its expiration date.

5. CONTRACT EXTENSION

UMC reserves the option to temporarily extend CONTRACT for up to one hundred twenty (120) calendar days from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

6. PRICE ADJUSTMENT REQUESTS

Prices shall not be subject to change during the initial contract year. Price adjustment requests may be made annually. The first price adjustment request may be made at least sixty (60) calendar days prior to the 1st anniversary of the contract. All price adjustment requests, including suitable proof, shall be submitted, at least sixty (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 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 price index and calculated increase/decrease, CPI Urban Area.

Producer Price Index: The Consumer Price Index (CPI) – For All Items 1982-1984 = 100 (Series ID = CUUR000SAD). The price adjustment per annual request may be the lesser of percent of CPI change for the twelve (12) month period or three percent (3%) for an increase or decrease.

Price Decrease: Owner 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.

7. HIPAA - CONFIDENTIALITY REGARDING PARTICIPANTS

SUCCESSFUL BIDDER shall maintain the confidentiality of any information relating to participants, UMC Employees, or third parties,(added) in accordance with any applicable laws and regulations, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Attached hereto as **Exhibit E**, and incorporated by reference herein, is a HIPAA Business Associate Agreement, executed by the parties in accordance with the requirements of this sub-section. SUCCESSFUL BIDDER agrees to sign the attached HIPAA Business Associate Agreement" prior to award of CONTRACT.

8. POLICY I-66:

Adherence to Policy I-66 Vendor Roles, Responsibilities and Credentialing **Exhibit G**.

9. 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.

10. ASSIGNMENT OF CONTRACTUAL RIGHTS

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

11. AUDITS

The performance of CONTRACT by SUCCESSFUL BIDDER is subject to review by UMC to insure CONTRACT compliance. SUCCESSFUL BIDDER agrees to provide UMC any and all information requested that relates to the performance of CONTRACT. All requests for information will be in writing to SUCCESSFUL BIDDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension or termination of CONTRACT.

12. AUTHORITY

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

13. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

14. UMC'S PROPERTY

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

15. 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.

16. COLLUSION AND ADVANCE DISCLOSURES

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

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

17. CONSUMPTION ESTIMATES

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

18. CONTRACT AMENDMENTS

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

19. 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.

20. EMPLOYMENT OF UNAUTHORIZED ALIENS

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

21. 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. A Notice Regarding False Claims and Statements is attached to this Agreement as Attachment "B". 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.

22. FEDERAL, STATE, LOCAL LAWS

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

23. BUDGET ACT AND FISCAL FUND 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.

24. FORCE MAJEURE

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

25. GOVERNING LAW/VENUE OF ACTION

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.

26. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

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

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

27. INDEMNITY

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

28. INVOICING

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

All invoices should include the following information:

- A. Company Name
- B. 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

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

29. INVOICE AUDITS

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

30. NON-DISCRIMINATION

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that UMC has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, age, disability, national origin, or any other protected status, UMC may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

31. 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.

32. PARTIAL PAYMENTS

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

33. PATENT INDEMNITY

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

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

34. 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.

35. PURCHASE ORDERS

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

36. 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.

37. 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.

38. SUBCONTRACTOR / INDEPENDENT CONTRACTOR

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

39. 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

40. TAXES

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

41. TERMINATION FOR CAUSE

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

42. TERMINATION FOR CONVENIENCE

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

43. 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.

44. USE BY OTHER GOVERNMENT ENTITIES

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

45. WARRANTY

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

III - SPECIAL CONDITIONS

1. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

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

- A. SUCCESSFUL BIDDER shall designate a Project Manager to provide contract management and oversight. Provide name, phone number and e-mail address of Project Manager. Should another Project Manager be assigned during the term of this CONTRACT, it is SUCCESSFUL BIDDER'S responsibility to notify UMC, in writing, within ten (10) calendar days of the change.
- B. Name, address and phone number of three (3) firms, in the Las Vegas, Nevada area for which SUCCESSFUL BIDDER is currently performing for or has performed services in like kind to those specified in this Bid.
- C. SUCCESSFUL BIDDER will have experience in Medical Waste handling.
- D. Franchised service providers will present documented references of their history and experience of the franchisee in meeting the experience requirements.
- E. Completed "Disclosure of Ownership" form (**Exhibit F**).
- F. A copy of current applicable Clark County Business License.

2. ENGLISH SPEAKING REPRESENTATIVE

UMC requires SUCCESSFUL BIDDER have one person capable of clear communication in the English language on site at all times during the hours that service is required. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

3. SERVICE WORKERS' BACKGROUND INVESTIGATION

Within ten (10) calendar days of award, SUCCESSFUL BIDDER shall provide UMC'S representative with a list of the names of all personnel who will be working at UMC'S facilities, including all of SUCCESSFUL BIDDER'S owners and officers.

All record checks shall be available immediately upon request by UMC'S representative. Requests shall be dated no more than sixty (60) calendar days prior to request. UMC reserves the right to deny SUCCESSFUL BIDDER'S employee access to UMC'S site because of an unsatisfactory result on the SCOPE or NCIC background check of that employee. UMC further reserves the right to reject the low Bidder if Bidder's owner's or officer's record check is unacceptable.

After the Records Check has been given to UMC'S representative for review and has been approved by UMC, SUCCESSFUL BIDDER shall be responsible for supplying all personnel accessing UMC'S facilities, with a UMC Supplier Identification Badge, which shall be worn in a visible place on the person at all times when on UMC'S property. Some facilities may require SUCCESSFUL BIDDER'S employees to swipe their badges for access. SUCCESSFUL BIDDER shall be responsible for obtaining new Record Checks and UMC Supplier Identification Badge(s) for any new employee that will be assigned to accessing UMC'S facilities. The same protocol for approval applies. SUCCESSFUL BIDDER'S employees no longer assigned to perform services shall surrender their identification badge for immediate return to UMC for deactivation. SUCCESSFUL BIDDER shall be responsible for all fees associated with obtaining the badges and record checks. UMC Supplier Identification badges and access cards remain the property of UMC. Each is separately issued to an individual and cannot be shared or transferred. Misuse of identification and access cards may be cause for termination of CONTRACT.

Failure to follow this procedure may result in termination of CONTRACT.

4. FAILURE TO DELIVER

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

5. WORKING HOURS/OVERTIME

The normal business day for the Enterprise Healthcare Building employees varies daily (see Section 6 Hours of Service below). At UMC'S discretion, seasonal adjustments in the hours of the normal business day may be made.

All work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to UMC. No additional monies will be provided for call-out or call-back services.

SUCCESSFUL BIDDER shall pay for the overtime of all UMC'S agents and employees who, as a result of the SUCCESSFUL BIDDER'S operation, are required to perform inspection, surveying or testing beyond the normal hours, as specified above, and during legal holidays of UMC, as specified above. Should SUCCESSFUL BIDDER elect to work on a holiday, and needs the County to inspect, SUCCESSFUL BIDDER shall prearrange inspection by written request at least forty-eight (48) hours in advance.

SUCCESSFUL BIDDER shall not be required to pay for the overtime of UMC'S agents and employees if such hours are required by the work of CONTRACT.

6. HOURS OF SERVICE

- A. Normal business hours for SUCCESSFUL BIDDER'S Service Station shall include at minimum Monday through Friday, 6:00 a.m. to 2:30 p.m. PST.
- B. Individual Tenant/Pod Hours of Operation are as follows:
 - Pod 1** – UMC Physicals: 7:00 A.M to 7:00 P.M. Monday, Wednesday, Thursday; and 7:00 A.M. to 11:00 P.M. Tuesday and Friday
 - Pod 2** – Nevada Health Center: 7:00 A.M to 4:30 P.M. Monday – Friday
 - Pod 3** – Nevada Health Centers WIC: 7:30 A.M to 4:30 P.M. Monday - Friday
 - Pod 4** – UMC Quick Care: 8:00 A.M to 6:30 P.M. Monday - Sunday

7. LABOR

SUCCESSFUL BIDDER and all subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination. All work necessary to be performed after regular working hours on Sundays or legal holidays, shall be performed without additional expense to UMC.

8. REMOVAL OF EMPLOYEE

UMC reserves the right to request removal of any SUCCESSFUL BIDDER'S employee upon submitting proper justification, should such action be considered necessary to the best interests of UMC.

9. FURNISHING SUPERVISION OF EMPLOYEES

SUCCESSFUL BIDDER shall furnish, at SUCCESSFUL BIDDER'S expense, the supervision required to insure the necessary management of his personnel, and the functions involved in the specifications.

10. SAFETY REQUIREMENTS

The safety of SUCCESSFUL BIDDER'S employees or representatives and others in or around the area of repairs or maintenance is the responsibility of SUCCESSFUL BIDDER. SUCCESSFUL BIDDER, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. UMC will accept no responsibility or liability as a result of improper installation or workmanship. The immediate area, as well as equipment being maintained, will be clean and clear of safety hazards. Any hazard noticed by servicing personnel shall be immediately reported verbally, followed by a written statement to UMC'S representative. If barricades are needed to insure safety, the SUCCESSFUL BIDDER shall provide them at no cost to UMC.

11. RESPONSIBILITY FOR WORK SECURITY

- A. SUCCESSFUL BIDDER shall at all times conduct all operations under CONTRACT in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. SUCCESSFUL BIDDER shall promptly take all reasonable precautions, which are necessary and adequate against any conditions, which involve a risk of loss, theft or damage to its property, UMC'S property, and the work site. SUCCESSFUL BIDDER shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.
- B. SUCCESSFUL BIDDER shall comply with all applicable laws and regulations. SUCCESSFUL BIDDER shall cooperate with UMC on all security matters and shall promptly comply with any project security requirements established by UMC. Such compliance with these security requirements shall not relieve SUCCESSFUL BIDDER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner SUCCESSFUL BIDDER'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- C. SUCCESSFUL BIDDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to UMC in a timely manner.

12. PROHIBITED ACTIVITIES WHILE ON UMC'S PROPERTIES

The activities prohibited by SUCCESSFUL BIDDER'S employees during performance of services include but are not limited to the following: using UMC'S property and equipment (coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, computers, printers, fax machines, copy machines, etc.); eating UMC'S employees' food from the break rooms or elsewhere; placing personal or business, long distance and directory assistance phone calls from UMC telephones. Being under the influence of or use of alcohol or drugs while on UMC'S property is prohibited.

13. INGRESS AND EGRESS OF FACILITIES

SUCCESSFUL BIDDER'S employees must notify UMC'S representative before entering and exiting any of UMC'S facilities to perform all services. SUCCESSFUL BIDDER will be provided with a list of UMC'S representatives for each of UMC'S facilities.

14. KEYS / ACCESS CARDS

SUCCESSFUL BIDDER shall have full responsibility for protection of all keys / access cards furnished to SUCCESSFUL BIDDER or SUCCESSFUL BIDDER'S employees. SUCCESSFUL BIDDER shall also be responsible for ensuring that UMC'S facilities are properly secured upon completion of performance of service, if such action is directed by UMC'S representative. SUCCESSFUL BIDDER shall be required to sign UMC'S form before the key(s) / access card (s) are issued and upon completion of CONTRACT or at UMC'S request shall surrender key(s)/ access card(s) and obtain documentation of compliance. Should SUCCESSFUL BIDDER fail to surrender all keys / access cards upon completion or termination of CONTRACT, SUCCESSFUL BIDDER shall be responsible for all costs associated with replacing these items.

15. DAMAGE TO UMC PROPERTY

SUCCESSFUL BIDDER shall perform all work in such manner that does not damage UMC property. In the event damage occurs to UMC property or adjacent property by reason of services performed under CONTRACT, SUCCESSFUL BIDDER shall replace or repair the same at no cost to UMC. If damage caused by SUCCESSFUL BIDDER has to be repaired or replaced by UMC, the cost of such work shall be deducted from monies due SUCCESSFUL BIDDER.

16. PERFORMANCE STANDARDS

- A. If any services performed are deemed not in conformity with the specifications and requirements of this CONTRACT, UMC shall have the right to require SUCCESSFUL BIDDER to perform the services again in conformity with said specifications and requirements at no additional cost to UMC.
- B. Each month, UMC'S representative may conduct an inspection. SUCCESSFUL BIDDER shall be notified and requested to participate, if found necessary. During the inspection a "Housekeeping Quality Assurance Inspection Form," will be filled out and discussed with SUCCESSFUL BIDDER, if necessary. SUCCESSFUL BIDDER shall write in his/her comments and sign the document. These reports and inspections will be utilized to monitor the performance of SUCCESSFUL BIDDER.

17. NORMAL RESPONSE TIME

Response time to be on site, for call-out or call-back services in the Las Vegas Valley area shall be within two (2) hours from the time UMC'S designated representative calls the 24-hour service. If requested at time of call out or call back, SUCCESSFUL BIDDER'S representative shall provide an estimated time of arrival to UMC'S designated representative.

UMC will provide SUCCESSFUL BIDDER with a list of designated UMC'S employees authorized to request after hour services.

18. BUILDING SECURITY

SUCCESSFUL BIDDER shall be responsible for securing all buildings, offices, and facilities at the time of their service. Failure to comply shall make SUCCESSFUL BIDDER responsible for all losses of UMC property.

19. ENFORCEMENT OF "LOCK-DOOR" POLICY

All locked doors are to remain locked at all times. SUCCESSFUL BIDDER'S employees are not allowed to open any doors for anyone.

20. CORRECT USE OF ALARM SYSTEM

At the time the alarm codes are furnished to SUCCESSFUL BIDDER, UMC will give instructions to SUCCESSFUL BIDDER as to the proper use and procedures of the alarm system. After that time, SUCCESSFUL BIDDER shall be responsible for the proper utilization of the alarm system during the time they are performing any after hours services. In the event the alarm is activated through the negligence of SUCCESSFUL BIDDER, any charges billed to UMC for the false alarm shall be charged back to SUCCESSFUL BIDDER in the form of a credit against their monthly invoice.

21. PROTECTION OF KEYS AND ALARM CODES

One set of keys will be provided to SUCCESSFUL BIDDER by UMC. SUCCESSFUL BIDDER shall be fully responsible for the protection of keys and alarm codes. If services at the site are performed after hours, SUCCESSFUL BIDDER shall be responsible for properly locking the building and to properly set the alarm system.

UMC must be notified immediately upon the termination for any reason of an employee performing work under CONTRACT. Should the set of keys allotted to SUCCESSFUL BIDDER become lost or stolen, or otherwise compromised, SUCCESSFUL BIDDER shall notify UMC immediately. UMC reserves the right to have the corresponding locks re-keyed and the alarm codes changed at SUCCESSFUL BIDDER'S expense.

22. SUCCESSFUL BIDDER QUALITY CONTROL PROGRAM

SUCCESSFUL BIDDER shall establish a complete Quality Control Program (QCP) to ensure the requirements of CONTRACT are provided as specified. SUCCESSFUL BIDDER shall provide a copy of their QCP to UMC at CONTRACT kick-off meeting. The QCP shall be a system for identifying and correcting deficiencies in the quality of service, before the level of performance becomes unacceptable or UMC points out the deficiencies. The program shall include but not be limited to the following:

- A. An inspection system which is tailored to the specific facility being serviced and which covers all services stated in CONTRACT. Include the name of each management individual who will perform the inspections. It is not permissible for the person who performs the work to inspect and accept that work. SUCCESSFUL BIDDER and their employees, who will complete inspections, shall be identified by title and type of inspection each is authorized to perform;
- B. A local file of all inspections conducted by SUCCESSFUL BIDDER and the corrective action taken. This documentation shall be made available to UMC monthly during the terms of CONTRACT. UMC may compare inspections performed by SUCCESSFUL BIDDER'S inspectors against actual conditions which exist at that point in time; and
- C. Failure by SUCCESSFUL BIDDER to implement the approved plan and pursue it diligently from the commencement of CONTRACT may result in termination of CONTRACT.

23. INSPECTION OF EQUIPMENT USED

All equipment used to perform the required services, shall be subject to inspection and test prior to and during the performance of CONTRACT by UMC to ensure the use of equipment that meets the "standards of the industry," both in safety and suitability as generally recognized and in conformity to established practice in the area of the specific services being performed. Use of unsatisfactory equipment will be considered unsatisfactory performance.

24. DISPUTES

Any dispute relating to CONTRACT after award shall be resolved through good faith efforts upon the part of SUCCESSFUL BIDDER and UMC. At all times, SUCCESSFUL BIDDER shall carry on the work and maintain his progress schedule in accordance with the requirements of CONTRACT and the determination of UMC, pending resolution of any dispute.

25. CONTRACT PERFORMANCE CUSTOMER SURVEY

Periodically during the life of CONTRACT, UMC will administer a Contract Performance Customer Survey Questionnaire to be completed by both end using departments and SUCCESSFUL BIDDER. This survey serves as a vehicle for UMC to identify successes or challenges encountered in the contract management process. Participation in this process shall be considered as part of SUCCESSFUL BIDDER'S performance.

26. AIR POLLUTION

SUCCESSFUL BIDDER shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including, but not limited to: Nevada Revised Statute 445: Air Quality Regulation; registering with the Clark County Health Department, Air Pollution Board any equipment requiring operating permits by said Board; and adhering to all Clark County Air Pollution Board Regulations.

27. STORAGE OF MATERIALS

SUCCESSFUL BIDDER is responsible for storage of any materials. UMC is not responsible for loss or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes. A janitorial closet with mop sink and storage is provided at the site, UMC has the right to inspect this area during monthly inspections.

28. CLEANING UP

SUCCESSFUL BIDDER shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, SUCCESSFUL BIDDER shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, SUCCESSFUL BIDDER shall, at its expense, satisfactorily dispose of all plant, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and SUCCESSFUL BIDDER shall leave the premises and work site in a neat, clean and safe condition. In the event of SUCCESSFUL BIDDER'S failure to comply with the foregoing, UMC may accomplish the same at SUCCESSFUL BIDDER'S expense.

29. PROGRESSIVE PLAN FOR DEALING WITH POOR PERFORMANCE RELATED TO JANITORIAL / HOUSEKEEPING EFFORTS

- A. UMC Representative will contact SUCCESSFUL BIDDER either verbally or in writing to describe any deficiencies.
- B. If unresolved or if additional related deficiencies occur, UMC Contracts Management Representative will contact SUCCESSFUL BIDDER in writing describing deficiencies and schedule a meeting.
- C. If unresolved or if additional related deficiencies occur, UMC Contracts Management Representative will issue a written notice of deficiencies allowing seven (7) calendar days for SUCCESSFUL BIDDER to provide a written plan to cure or remedy the situation.
- D. If unresolved or if additional related deficiencies occur, UMC Contracts Management Representative will formally terminate the CONTRACT.
- E. If SUCCESSFUL BIDDER is terminated for cause, SUCCESSFUL BIDDER will be disqualified from bidding or quoting on any UMC janitorial / housekeeping business for a period of twelve (12) months from the date of the termination. This disqualification will result in SUCCESSFUL BIDDER being declared non-responsible on bidding or quoting efforts submitted during the twelve (12) month timeframe. Separate bids or purchase orders related to janitorial or housekeeping in place at the time of termination shall continue but no extensions or option years will be exercised on those efforts.

IV - TECHNICAL SPECIFICATIONS

TS.1 Location

The Enterprise Healthcare Building is located at 1700 Wheeler Peak Drive, Las Vegas, Nevada, 89106.

The building is comprised of approximately 22,036 total square feet including common areas.

UMC administers the property for Clark County, Nevada and occupies approximately 11,437.81 square feet.

Other tenant(s) occupy the balance (Pods) and each shares in the Common Area cost of maintenance.

Pod 1 – UMC Physicals: 5,485 sq ft + 631.50 sq ft Common Area = 6,116.50 total sq ft

Pod 2 – Nevada Health Center: 2,733 sq ft + 631.50 sq ft Common Area = 3,364.50 total sq ft

Pod 3 – Nevada Health Centers WIC: 1,913 sq ft + 631.50 sq ft Common Area = 2,544.50 total sq ft

Pod 4 – UMC Quick Care: 4,674 sq ft + 631.50 Common Area = 5,305.50 total sq ft

Lobby/Common Area – 2,526 sq ft (equally divided between the 4 Pods = 631.50 sq ft each)

TS.2 Delivery of Services

The cleaning specifications are on the basis of seven (7) nights per week and include a daily on-site porter (Monday through Friday).

Service is provided for Pods 1, 2, 3 and 4 only. Dental Clinic is not included in this Bid.

Successful Bidder will bill each tenant directly based on their square footage as provided in TS.1 above. In the event that any Pod(s) become vacant, the Successful Bidder shall incorporate Pod's Common Area into UMC's total square footage and bill accordingly; the other tenants are not responsible for the vacant Pod or any payment due.

UMC is not responsible for the collection of payment from the other tenants of the building. Payment must be collected directly from tenant occupying each individual Pod.

TS.3 Invoicing Requirements - Tenant

This Bid may represent the requirements from numerous Enterprise Healthcare Building Departments (Tenant/Pods). Each individual Tenant/Pod will issue individual Purchase Orders dictating contact information and any additional invoicing requirements. All Purchase Orders sent to SUCCESSFUL BIDDER will identify the department or Pod for which supplies and services are required and list the location where associated invoices shall be sent.

SUCCESSFUL BIDDER shall comply with the invoice requirements contained in the General Conditions of this bid. SUCCESSFUL BIDDER shall be aware that per NRS 244.250, UMC is precluded from payment of invoices submitted beyond six (6) months from the date SUCCESSFUL BIDDER performs the services. The first month shall be prorated.

If a Pod becomes vacant and cleaning is no longer required during any period of the contract term, that Pod will temporarily be removed from the contract and cleaning requirements shall be suspended without penalties to no longer invoice.

TS.4 Day Porter Services

Successful Bidder will provide personalized day porter services, at the direction of the Building Manager, five (5) days per week, Monday through Friday between 6:00 a.m. and 2:30 p.m. Currently, this requirement is staffed with a single individual. While the day porter may be assigned cleaning duties as determined by the contractor, the primary purpose of this position is to address any immediate cleaning needs of the tenants.

TS.5 Deliverables

The Successful Bidder will provide all necessary labor, materials, equipment, supplies, and other costs associated with a cleaning service. This will include providing all paper, plastic and soap products necessary to maintain normal conditions of a medical office building, such as but not limited to:

- Mops, buckets, dusters, vacuum
- Personal protective equipment (gloves, goggles, mask, etc.)
- Garbage bags
- Paper towels (Current usage is approximately ten rolls for the automatic machines and five cases, 16 packets per case, folding paper towel packets for the manual dispensers per month)
- Assorted disinfectants, cleaners and deodorizers (i.e. soap and water, 0.5% chlorine or 1% phenol, Action D, etc.)

- Assorted degreasers
- Glass cleaner
- Metal sheen/stainless steel cleaner
- Tile cleaner/floor wax/floor finish/polish/sealer

Additional or alternative materials may be necessary to complete the services required. The Successful Bidder shall use their experience and best judgment to determine the types of supplies and materials needed to complete all required work.

UMC shall purchase all sanitizer and soap for Pods 1 (UMC Quick Care) and Pods 4 (UMC Occupational Medicine Clinic). The Successful Bidder is responsible for the refill of the sanitizer and soap dispensers. The Successful Bidder is responsible to purchase, stock and refill sanitizer and soap for all other Pods/Tenants, unless otherwise informed from other Pods/Tenants.

TS. 6 Communication Log

Successful Bidder will keep current, on the building site a communications log book, for any special requests. The Successful Bidder will exercise due diligence to respond to all reasonable special requests and complaints the same day. Complex special requests or complaints shall be addressed within twenty-four (24) hours.

TS. 7 Experience

- A. The Enterprise Healthcare Facility is a high volume, 200 patients per day for all tenants, joint use medical facility. Bidders shall have experience in similar facilities with the above stated traffic level or higher.
- B. UMC shall supply red bio-hazard bags and the Successful Bidder shall be responsible for the cleaning and proper disposal of the bio-hazard material. Successful Bidder must be experienced in handling bio-hazardous materials.
- C. Since this is a health care environment the Bidder's employees must be trained in "Terminal Cleaning" practices to control the spread of infections. Terminal Cleaning requires staff to wear Personal Protective Equipment (PPE); such as disposable gowns, gloves, hats, shoe covers, masks; in order to clean an entire room from top to bottom, including all equipment and the curtains, with ten percent (10%) bleach solution after exposed to a terminal outbreak.

TS. 8 Monthly Inspections

Successful Bidder will be required to do a monthly walk around with a UMC representative to inspect Pod 1, Pod 4, the common areas and the outside areas to ensure that the work required is completed and satisfactory. Any items that are deemed not satisfactory per the UMC representative will need to be remedied with 24 hours. If not corrected and found not completed or unsatisfactory the following month, corrective action may need to be made.

Name of Firm

INTENT:

It is the intent of these specifications to provide the minimum requirements for the Successful Bidder that will conform to the specifications, and be suitable for continuous use by UMC.

BIDDERS MUST RETURN THE ORIGINAL OR A PHOTOCOPY OF THIS FORM. INITIAL EACH ENTRY FOR EACH SPECIFICATION IN THE SPACE PROVIDED OPPOSITE THE SPECIFICATION. INDICATE ANY VARIANCE(S) IN THE SPECIFICATION BY WRITING THE VARIANCE WHERE YOU WOULD NORMALLY INITIAL. IF THERE IS NOT ENOUGH SPACE TO WRITE OUT THE ENTIRE VARIANCE, ATTACH AN ADDITIONAL SHEET OF PAPER.

ITEM NO.	SERVICE AREA	FREQUENCY OF SERVICE	SERVICE DESCRIPTION
1.0	OFFICES	DAILY	
1.1			Empty, clean, and damp dust all waste receptacles and remove waste paper and rubbish from premises to designated areas. Wash as necessary. Place plastic liners in receptacles (Recycle Bins are the responsibility of the individual Pod/Tenant and not the Successful Bidder)
1.2			Empty and damp wipe all ashtrays
1.3			Vacuum carpet areas in leased premises, including lobbies, corridors, and under furniture. Clean and vacuum top of chair mats. Spot clean spills and smudges
1.4			Hand dust and wipe clean with damp or treated cloth, office desktops and exposed furniture surface area
1.5			Clean and sanitize telephones as needed
1.6			Damp wipe and polish all glass furniture tops, glass entry doors, glass side panels, mirrors, bright work, enameled surfaces, and interior glass partitions
1.7			Dust chair rails and trim surfaces
1.8			Remove fingerprints and smudges from all vertical surfaces, including doors, door frames, hardware, metals, on and around light switches, private entrance glass partitions, and picture and wall decorations within reach
1.9			Sweep or vacuum private stairways
1.10			Clean and disinfect all basins, bowels, lavatories, and sinks
1.11			Damp mop and disinfect all coffee bars, waiting rooms, labs, exam rooms, restrooms, and treatment room floors
1.12			Clean and disinfect cafeteria areas, exterior appliances, and exterior cabinet surfaces
1.13			Straighten magazines and furniture in waiting rooms and front office areas

1.14			Place all furniture in standard pattern for respective rooms/areas
1.15			Wipe clean and sanitize as needed
1.16			Spot clean carpet
1.17			Lock all entrance doors and any interior doors requested by Tenant or Building Manager. All other interior doors to open unless otherwise instructed
1.18			Turn off all lights after cleaning areas
2.0	OFFICES	MONTHLY	
2.1			Edge Vacuum
2.2			Damp dust cove base
2.3			Dust, damp wipe, or polish clothing closets, shelving, and coat racks
2.4			Vacuum upholstered surfaces
2.5			Hand dust and wipe clean with damp or treated cloth office furniture, files, fixtures, paneling, window sills, and all other horizontal surfaces
3.0	OFFICES	QUARTERLY	
3.1			Dust and vacuum light fixtures and ventilation
3.2			Dust vertical and horizontal window blinds
3.3			Dust window sills and window frames
3.4			Perform high dusting of picture and wall decorations, doors, door frames, walls, partitions, and others not reached in nightly cleaning
3.5			Dust exposed overhead pipes and sprinklers
4.0	OFFICES	BI-ANNUALLY	
4.1			Shampoo all office carpets
5.0	RESTROOMS	DAILY	
5.1			Disinfect, mop, rinse, and dry tile floor

5.2			Clean all mirrors, bright work, faucet handles, and enameled surfaces. Remove all evidence of water hardness
5.3			Wash and disinfect all basins, urinals, and toilet bowls, removing all stains. Clean undersides of urinal and bowl rims
5.4			Wash and disinfect both sides of toilet seats
5.5			Damp wipe, wash, and disinfect as necessary all partitions, tile walls, and outside surfaces of all toilet tissue, hand soap, and towel dispensers and receptacles
5.6			Empty and sanitize all receptacles and sanitary napkin dispensers
5.7			Empty waste receptacles, spray and damp wipe with disinfectant. Remove waste paper and refuse to designated areas and replace plastic liners
5.8			Clean flush meters, piping, toilet seat hinges, and other metal
5.9			Refill toilet tissue, hand soap, towels, and sanitary napkin dispensers
5.10			Clean, disinfect, and fill floor drains with water
6.0	RESTROOMS	MONTHLY	
6.1			Dust and vacuum light fixtures and ventilation registers
6.2			Machine scrub flooring, using a germicidal solution
6.3			Perform high dusting of walls, doors, partitions, and others not reached in nightly cleaning
6.4			Wash down and disinfect all partitions, tile walls, metal ceilings, and enamel surfaces.
7.0	RESTROOMS	QUARTERLY	
7.1			Wash lighting fixtures, lenses, and lamps
Note: Disinfectants are to be odorless. All solvents used will not cause harm to chrome finishes.			
8.0	PUBLIC AREAS	DAILY	
8.1			Wash and sanitize all water fountains. Wash metal housing as needed
8.2			Carpeted area, rugs, or door mats
8.2.1			a. Vacuum
8.2.2			b. Spot clean spillage
8.3			Marble, slate, ceramic tile, terrazzo, brick, or stone
8.3.1			a. Remove scuff marks and chewing gum
8.3.2			b. Dust with specially treated dust mops
8.3.3			c. Damp mop and dress

8.4 8.4.1 8.4.2			Vinyl tile, or other composition floors and bases a. Dust with specialty treated dust mops b. Damp mop
8.5 8.5.1			Ash Urns a. Empty, wash, clean, and polish. Where sand urns are used, empty all debris, smooth sand, or replace as needed
8.6 8.6.1 8.6.2			Glass (including mullions) a. Clean glass entrance doors nightly b. Clean glass partitions, glass walls, mirrors, bright work, enameled surfaces, and glass furniture
8.7 8.7.1 8.7.2 8.7.3 8.7.4 8.7.5 8.7.6 8.7.7			Plaza, Entrances, Lobbies, and Outside Areas a. Wipe clean and sanitize seating areas. b. Sweep and/or vacuum entrance mats and carpet runners. Wash all rubber mats. c. Remove fingerprints and smudges from directory boards, lobby, and corridor signage. d. Clean and polish telephone booths, mail chutes, and mail depositories. e. Clean and polish ornamental metal doors. f. Maintain building lobby corridors and other public areas in a clean condition. e. Pick up trash, debris, etc. and maintain outside walkways, parking lots and surrounding areas.
8.8 8.8.1 8.8.2			Maintenance Areas a. Wash and dress floor surfaces. b. Report any faucet leaks, drains clogs, etc. to Building Manager
9.0	PUBLIC AREAS	WEEKLY	
9.1			Wash and dress marble, slate, ceramic tile, terrazzo, brick, or stone floor surfaces
9.2			Wash and clean vinyl tile, or other composition floor and bases surfaces thoroughly
9.3			Clean and polish directory boards, lobby, and corridor signage
9.4			Clean fire extinguishers and/or fire hose cabinet
9.5			Sweep stairways and landings as needed
10.0	PUBLIC AREAS	MONTHLY	
10.1 10.1.1 10.1.2			Marble, slate, ceramic tile, terrazzo, brick, or stone a. Thoroughly clean and buff floor surfaces b. Polish, restore, and maintain high gloss shine
10.2 10.2.1 10.2.2			Vinyl tile, or other composition floors and bases a. Buff, restore, and maintain high gloss shine b. Strip floor surfaces, seal, and refinish as needed
10.4 10.4.1 10.4.2 10.4.3			Common Hallways/Corridors a. Wipe doors I public corridors b. Perform high dusting (doors, air vents, ledges, partition tape, high window sills, etc c. Edge vacuum
10.5 10.5.1 10.5.2			Walls a. Dust b. Spot Wash
10.6			Doors-Damp dust and/or wash

10.7 10.7.1 10.7.2			Plaza, Entrances, and Lobbies a. Vacuum upholstered surfaces b. Polish tenant plaques and directory boards.
11.0	PUBLIC AREAS	QUARTERLY	
11.1 11.1.1 11.1.2			Marble, slate, Ceramic tile, terrazzo, brick, or stone a. Scrub, seal, and refinish floor surfaces b. Polish, restore, and maintain high gloss shine
11.2 11.2.1 11.2.2			Vinyl tile, or other composition floors and bases a. Buff, restore, and maintain high gloss shine b. Strip floor surfaces, seal, and refinish as needed
11.3			Dust and vacuum light fixtures and ventilation registers
11.4			Dust vertical and horizontal window blinds
11.5			Dust window sills and window frames
11.6			Perform high dusting of picture and wall decorations, doors, door frames
11.7			Dust exposed overhead pipes and sprinklers
11.8			Shampoo carpets
12.0	ALL AREAS	YEARLY	
12.1			Ceiling, wash lighting fixtures, lenses and lamps

V - BID FORM PRICE SHEET

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.

DESCRIPTION (Pod Breakdown Cost)	RATE Per Square Foot		TOTAL Square Feet		Per Month	MONTHLY Total Cost		Per Year	ANNUAL Total Cost
Pod 1 UMC Physicals	\$	X	6,116.50	X	1	\$	X	12	\$
Pod 2 Nevada Health Center	\$	X	3,364.50	X	1	\$	X	12	\$
Pod 3 Nevada Health Centers WIC	\$	X	2,544.50	X	1	\$	X	12	\$
Pod 4 UMC Quick Care	\$	X	5,305.50	X	1	\$	X	12	\$
						COMBINED MONTHLY Total Cost (Pod 1 + Pod 2 + Pod 3 + Pod 4)	\$		
						COMBINED ANNUAL Total Cost (Pod 1 + Pod 2 + Pod 3 + Pod 4)	\$		

VI - ATTACHMENTS TO BID FORM

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

- **Exhibit A**, Subcontractor Information, is attached.
- **Exhibit B**, Insurance Requirements, is attached.
- **Exhibit C**, Affidavit, is attached.
- **Exhibit E**, Business Associate Agreement, is attached.
- **Exhibit F**, Disclosure of Ownership/Principals, is attached.

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

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

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

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

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

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

Exhibit A
Subcontractor Information

FOR INFORMATIONAL PURPOSES ONLY:

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

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

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

WOMEN OWNED BUSINESS ENTERPRISE (WBE):

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

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

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

SMALL BUSINESS ENTERPRISE (SBE):

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

NEVADA BUSINESS ENTERPRISE (NBE):

Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE):

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

Exhibit A Continued

SUBCONTRACTOR INFORMATION

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

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

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

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

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

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

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

- 7. Subcontractor
Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____

Business Type: MBE WBE PBE SBE NBE

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

Exhibit B

INSURANCE REQUIREMENTS

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

30. FORMAT / TIME

SUCCESSFUL BIDDER shall provide UMC with Certificates of Insurance, per the sample format (page 2-3), for coverages as listed below, and endorsements affecting coverage required by this bid within ten **(10) calendar days** after the award by UMC. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of CONTRACT and any renewal periods.

31. BEST KEY RATING

UMC requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

32. UMC COVERAGE

UMC, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. SUCCESSFUL BIDDER'S insurance shall be primary as respects UMC, its officers and employees.

33. ENDORSEMENT / CANCELLATION

SUCCESSFUL BIDDER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL BIDDER'S contractual obligation of additional insured to UMC. All policies must note that UMC will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

34. DEDUCTIBLES

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

35. 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**.

36. COMMERCIAL GENERAL LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER 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.

37. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER 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 SUCCESSFUL BIDDER and **any auto** used for the performance of services under CONTRACT.

38. WORKERS' COMPENSATION

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate and 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 Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder 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.

39. FAILURE TO MAINTAIN COVERAGE

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

40. ADDITIONAL INSURANCE

SUCCESSFUL BIDDER is encouraged to purchase any such additional insurance as it deems necessary.

41. DAMAGES

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

42. COST

SUCCESSFUL BIDDER shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).

43. INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

44. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by SUCCESSFUL BIDDERS' Insurance Company representative:

- A. Insurance Broker's name, complete address, contact name, phone and fax numbers.
- B. SUCCESSFUL BIDDER'S name, complete address, phone and fax numbers.
- C. Insurance Company's Best Key Rating
- D. 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)
- E. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
- F. Worker's Compensation
- G. Description: Bid Number 2010-27 Janitorial Services Enterprise Healthcare Building (must be identified on the initial insurance form and each renewal form).
- H. Certificate Holder
University Medical Center of Southern Nevada
c/o Contracts Management Department
1800 West Charleston Boulevard
Las Vegas, Nevada 89102
- I. Appointed Agent Signature to include license number and issuing state.

CERTIFICATE OF INSURANCE

ISSUED DAY (MM/DD/YY)

PRODUCER 1. INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, 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.	
INSURED 2. SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE & FAX NUMBERS	COMPANIES AFFORDING COVERAGE	3. BEST RATING
	COMPANY A LETTER	COMPANY'S
	COMPANY B LETTER	BEST KEY
	COMPANY C LETTER	RATING
	COMPANY D LETTER	

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
4.	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 EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire) \$(H) 50,000
	DEDUCTIBLE \$ _____				MED. EXPENSE (Any one person) \$(I) 5,000
	5.	AUTOMOBILE LIABILITY	(J)	(K)	(L)
<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE \$
<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$
6.	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> UMBRELLA FORM				STATUTORY LIMITS
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH ACCIDENT \$
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				DISEASE POLICY LIMIT \$
					DISEASE EACH EMPLOYEE \$

7. DESCRIPTION OF BID: BID NO. RFP 2010-27 Janitorial Services for Enterprise Healthcare Building.

8. CERTIFICATE HOLDER University Medical Center of Southern Nevada c/o Contracts Management Department 1800 West Charleston Boulevard Las Vegas, Nevada 89102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. 9. APPOINTED AGENT SIGNATURE _____ INSURER LICENSE NUMBER _____ ISSUED BY STATE OF _____
--	---

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: _____

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

Exhibit C

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

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

- 1. I am a Sole Proprietor;
-
- 2. I will not use the services of any employees in the performance of this contract, identified as Bid No. 2015-0, entitled Video and Telephonic Interpreters and Document Translation Services;
-
- 3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
-
- 4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, _____,

by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT E

Business Associate Agreement

This Agreement is made effective the ____ of _____, 201__, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as “Covered Entity”), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and _____, hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Rules”); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the “Health Information Technology for Economic and Clinical Health” (“HITECH”) Act, as well as the Genetic Information Nondiscrimination Act of 2008 (“GINA,” Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the “Final Rule,” and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a “Business Associate” of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled “Underlying Agreement”); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties’ continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

I. **DEFINITIONS**

“HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

“Protected Health Information” means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. “Protected Health Information” includes without limitation “Electronic Protected Health Information” as defined below.

“Electronic Protected Health Information” means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document

policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

(iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (“Security Incident”) upon discovery of the Security Incident.

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information (“Breach”) occurs, Business Associate agrees:

(i) To notify the Covered Entity HIPAA Program Management Office immediately upon discovery of the Breach, and

(ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity’s analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

(iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate’s records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity’s or Business Associate’s compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity’s Request, Business Associate agrees:

(i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT F

**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 University Medical Center of Southern Nevada Governing Board (“GB”) in determining whether members of the GB 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 GB 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.

Exhibit F – Disclosure of Ownership/Principals
Bid No. 2015-02
Enterprise Janitorial Services

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 FORM

Business Entity Type (Please select one)						
<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 (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
Telephone No:				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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 you a publicly-traded corporation? Yes No

1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please note that University Medical Center of Southern Nevada 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 University Medical Center of Southern Nevada 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 University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Print Name
Title	Date

DISCLOSURE OF OWNERSHIP/PRINCIPALS

List any disclosures below:
(Mark N/A, if not applicable)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* UMC employee means an employee of University Medical Center of Southern Nevada

“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 UMC Use Only:

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

Yes No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

EXHIBIT G

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
 ADMINISTRATIVE POLICY AND PROCEDURE MANUAL**

SUBJECT: Contracted Non-Employees /Allied Health Non- Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment		ADMINISTRATIVE APPROVAL:
EFFECTIVE: 9/96	REVISED: 6/99; 10/01; 4/07; 1/08; 3/11; 5/14	
POLICY #: I-66		
AFFECTS: Organization wide		

PURPOSE:

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

POLICY:

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

TEMPORARY STAFFING:

Contractual Requirements

Contractor must meet and adhere to all qualifications and standards established by Hospital policies and procedures (including Administrative and Human resource related as applicable); The Joint Commission; and, all applicable regulatory and/or credentialing entities specific to services included in contract.

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

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

Laboratory Services

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

Healthcare Providers

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

Clinical Care Services

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

1. Written job description that indicates:
 - a. Required education and training consistent with applicable legal and regulatory requirements and Hospital policy.
 - b. Required licensure, certification or registration as applicable.
 - c. Required knowledge and/or experience appropriate to perform the defined scope of practice, services and responsibilities.
2. Completed pre-employment drug screen and background check consistent with UMC's contracted background check protocol. Testing should include HHS Office of Inspector General (OIG), Excluded Party List System (EPLS), sanction checks and criminal background. If a felony conviction exists, UMC's HR department will review and approve or deny the Allied Health Practitioner's access to UMC Campus. UMC will be given authorization to verify results online by contractor.

3. The following medical information must be provided to UMC and outlined by UMC Employee Health Department.
 - a. Evidence of annual TB testing (2 years), a current 2 step TB test, or an IGRA blood test. Individuals with a positive TB test must have proof of a past positive skin test, a negative sign and symptom review and a negative chest x-ray within the last 3 months.
 - b. Current seasons' Influenza vaccine or UMC's signed declination. All personnel will follow UMC's Influenza policy 6.5. (Influenza season is generally Oct-March 31st. Season is defined within policy).
 - c. dap vaccination is required for any personnel with contact in PEDS, PICU, PEDS ER, NICU, Labor and Delivery, FRC and FBCC.
 - d. Hepatitis B vaccine series (3 vaccines), or titers showing immunity or a declination for all personnel in clinical areas.
4. The following vaccines are highly suggested by UMC and the CDC for all healthcare workers and records are maintained and kept current at the agency. Contractor will provide UMC authorization to audit these files upon request.
 - a. Measles, mumps and Rubella (MMR) series (2 vaccines), or titers showing immunity;
 - b. Varicella vaccine series (2 vaccines), titer showing immunity or a history of disease;
 - c. Tdap vaccine (1 vaccine) for personnel not in areas listed above.
5. The contractor will complete a competency assessment of the individual (1) upon hire, (2) at the time initial service is provided, (3) when there is a change in either job performance or job requirements and (4) on an annual basis.
 - Competency assessments of Allied Health providers must clearly establish that the individual meets all qualifications and standards established by Hospital policies and procedures, The Joint Commission and all other applicable regulatory and/or credentialing entities with specific application to the service provided.
 - Competency assessments of Allied Health providers must clearly address the ages of the patients served by the individual and the degree of success the individual achieves in producing the results expected from clinical interventions.
 - Competency assessments must include an objective, measurable system and be used periodically to evaluate job performance, current competencies and skills.
 - Competency assessments must be performed annually, allow for Hospital input and be submitted to Hospital's HR department.
 - The competency assessment will include a competency checklist for each Allied Health provider position, which at a minimum addresses the individual's:

- a. Knowledge and ability required to perform the written job description;
 - b. Ability to effectively and safely use equipment;
 - c. Knowledge of infection control procedures;
 - d. Knowledge of patient age-specific needs;
 - e. Knowledge of safety procedures; and
 - f. Knowledge of emergency procedures.
6. Contractor has conducted an orientation process to familiarize Allied Health providers with their jobs and with their work environment before beginning patient care or other activities at UMC inclusive of safety and infection control. The orientation process must also assess each individual's ability to fulfill the specific job responsibilities set forth in the written job description.
 7. Contractor periodically reviews the individual's abilities to carry out job responsibilities, especially when introducing new procedures, techniques, technology and/or equipment.
 8. Contractor has developed and furnishes ongoing in-service and other education and training programs appropriate to patient age groups served by Hospital and defined within the scope of services.
 9. Contractor submits to Hospital for annual review:
 - a. The level of competence of the contractor's Allied Health providers that meets UMC standards; and
 - b. The patterns and trends relating to the contractor's use of Allied Health providers.
 10. Contractor ensures that each Allied Health provider has acquired an identification badge from Hospital's HR department before commencing services at Hospital's facilities; and ensures badge is returned to HR upon termination of service.
 11. Contract requires the contractor, upon Hospital's request, to discontinue the employment at Hospital's facilities of an Allied Health provider whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with Hospital staff, whose conduct may have a detrimental effect on patients, or who fails to adhere to Hospital's existing policies and procedures. HR will be notified so appropriate action can be taken to remove access.

Non Clinical Short Term Temporary Personnel

Non clinical/short term personnel such as Engineering-related vendors and/or construction workers on site within the hospital for construction, remodeling or on property for new project implementation will be required to adhere to UMC Infection Control requirements as outlined below. Original records are to be maintained by the vendor. A copy will also be available within the appropriate department at UMC.

1. Evidence of annual TB testing (2 years), a current 2 step TB test, or an IGRA blood test. Individuals with a positive TB test must have proof of a past positive skin test, a negative sign and symptom review and a negative chest x-ray within the last 3 months.
2. Current seasons' Influenza vaccine or UMC's signed declination. All personnel will follow UMC's Influenza policy 6.5. (Influenza season is generally Oct-March 31st. Season is defined within policy).

Non Clinical Personnel

Non Clinical personnel that are assigned to work at UMC by approved contracted agencies (banks, gift shops, etc.) will be required to follow basic on-boarding requirements like UMC application, background check, drug screening, medical screening as outlined and attend orientation prior to working on premises. Personnel files will be maintained in Human Resources until the person ceases working on property. All annual testing and requirements will be required of these personnel.

EQUIPMENT:

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

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

MONITORING:

The contractor will provide reports of performance improvement activities at defined intervals. A contractor providing direct patient care will collaborate, as applicable, with Hospital's Performance Improvement Department regarding Improvement Organization Performance (IOP) activities.

Process for Allied Health Provider working at UMC Hospital Campus

1. All Allied Health and Dependent Allied Health Provider personnel from outside contractors monitored by HR (non-credentialed/licensed) working at UMC will have the following documentation on file in Department of Human Resources:
 - Copy of contract
 - Copy of Contractor's liability insurance (general and professional)
 - Job description
 - Resume'
 - Copy of current Driver's License **OR** One 2x2 photo taken within two (2) years
 - Specialty certifications, Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), etc.
 - Current license verification/primary source verifications
 - Competency Statement/Skills Checklist (Contractor's and UMC's)
 - Annual Performance Evaluation(s)
 - UMC's "Department Specific Orientation" form
 - Attestation form/letter from Contractor completed for medical clearances except for TB test and Influenza vaccine.
 - Completion of Non-Employee specific orientation
2. The following documents may be maintained at Contractor's office:
 - a. Medical Information to include: History and Physical (H&P), Physical examination or certification from a licensed physician that a person is in a state of good health (Clinical Personnel), Annual Tuberculosis (TB) test or Chest X-Ray, Immunizations, Hepatitis B Series or waiver, Measles/Mumps/Rubella Immunizations or adequate titers, Chicken Pox questionnaire, drug tests results and other pertinent health clearance records as required. The results of these tests can be noted on a one (1) page medical attestation form provided by UMC. TB test results and Influenza vaccine must be submitted to Human Resources.

- b. Attestation form must be signed by the employee and contractor. The form can be utilized to update information as renewals or new tests. The form must be provided to Hospital each time a new employee is assigned to UMC. Once the above criteria are met, the individual will be scheduled to attend orientation, receive an identification badge and IT security access.
- c. Any and all peer references and other clearance verification paperwork must be maintained in the contractor's office and be available upon request.

Non-Employee Orientation– Provided by the Organizational Development Department

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

Contractor Personnel Performance Guidelines

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

Agency Personnel Assignment Guidelines

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

5. Administer narcotics as appropriate to position and scope of practice.
 - will be documented on evaluation.
 - Will complete UMC incident reports and/or medication error reports when appropriate using the PSN. The Contractual individual is to report to the Director of their employer all incidents and medication errors for which they are responsible. UMC will not assume this responsibility. UMC agrees to notify the Agency when their employees are known to have been exposed to any communicable diseases.

Assignment Guidelines

All agency personnel:

- a. Will be assigned duties by the Physicians, Department Manager, Charge Nurse/Supervisor that matches their skill level as defined on the competency checklist.
- b. Will administer care utilizing the standards of care established and accepted by UMC.
- c. Be responsible to initiate update or give input to the plan of care on their assigned patients,
 1. As defined in job description.
- d. Will not obtain blood from the lab unless they have been trained by the unit/department to do so.
 1. This training must be documented and sent to Employee Education.
- e. Will administer narcotics as appropriate to position and scope of practice.